



## NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the benefit of Metropolitan Solutions Group, Inc., Metropolitan Solutions – CA, LLC, Metropolitan Solutions – VA, LLC, and Metropolitan Solutions, LLC (collectively, "Metropolitan Solutions"), by \_\_\_\_\_ ("Recipient");

WHEREAS, Metropolitan Solutions operates environmental testing laboratories, operates as a trainer and provider of instruction and training programs for all types of vocational and professional education, and provides all manner of environmental consulting including but not limited to environmental site assessments and industrial hygiene consulting; and

WHEREAS, Metropolitan Solutions wishes to discuss hiring Recipient as an employee, and must as a necessity disclose to Recipient proprietary information regarding Metropolitan Solutions' business model, customers, and its plans, ideas and needs for future growth and expansion (the "Confidential Information"); and

WHEREAS, the Confidential Information is a valuable asset that came into being solely as a result of Metropolitan Solutions' efforts and financial expenditures, and

WHEREAS, Recipient desires to become an employee of Metropolitan Solutions; thus

IN ORDER TO PROVIDE a mechanism whereby Metropolitan Solutions may disclose Confidential Information to Recipient and be assured that Recipient shall be bound by the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the employment of Recipient by Metropolitan Solutions, and in express consideration of the Metropolitan Solutions' reliance on Recipient's undertakings herein, the Recipient hereby agrees as follows:

1. The Confidential Information is being disclosed to the Recipient for the sole purpose of enabling the Recipient to become engaged as an employee of Metropolitan Solutions. In no event shall the Recipient be deemed, by virtue of the terms of this Agreement or by any disclosure to or discussion with the Recipient, to have acquired any right or interest in or to such Confidential Information.

2. Recipient will not disclose, communicate or publish the Confidential Information to any person or entity, nor use any of the Confidential Information it receives, acquires or obtains from Metropolitan Solutions except within the scope of Employee's employment by Metropolitan Solutions. Recipient's obligation to maintain the confidentiality of the Confidential Information shall continue in perpetuity, unless otherwise agreed to by Metropolitan Solutions; provided, however, Recipient will have no obligation to maintain the

confidentiality of any given item of Confidential Information which has become part of the public domain other than through the acts, omissions or fault (direct or indirect) of Recipient. Recipient agrees to promptly notify Metropolitan Solutions of any inadvertent unauthorized use or disclosure of the Confidential Information by Recipient and to take prompt and effective steps to prevent a recurrence of such use or disclosure.

3. All Confidential Information and related materials shall remain the property of the Metropolitan Solutions and shall be returned to Metropolitan Solutions promptly at its written request, together with all copies made thereof.

4. It is understood that the prohibitions against disclosure set forth herein apply not only to Recipient but also to any employee or agent of Recipient and to any company in which Recipient is an employee, officer, director, stockholder, member, partner or other agent, and to any corporate entity to which any Recipient is in any way affiliated.

5. Recipient acknowledges that any failure to perform the obligations and agreements set out herein may result in irreparable injury to Metropolitan Solutions, and, accordingly, Recipient further agrees that, in addition to remedies otherwise available, any and all such obligations may be enforced by suit, restraining order and/or by injunction

6. This Agreement and each of its parts is severable and the invalidity of any portion of this Agreement shall not invalidate the remaining provisions.

7. This Agreement shall be governed and interpreted according to the provisions of the laws of the State of Virginia.

8. This Agreement shall be deemed to have been drafted by all of the parties to this Agreement, and shall be construed as a whole and according to its fair meaning and not strictly for or against any party based on draftsmanship.

IN WITNESS WHEREOF, the Recipient has executed this instrument on the date set forth above.

RECIPIENT:

\_\_\_\_\_  
Recipient's signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed name

Address:

\_\_\_\_\_

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