

ATTACHMENT TO "TRADE SECRETS" ARTICLE

The following list of do's and don'ts is not exhaustive and may not protect you in every situation. It is intended to provide a general sense of what conduct is and is not acceptable. As questions arise, you are encouraged to consult with the Company's legal counsel.

I. DO'S AND DON'TS FOR FORMER SALES PERSONNEL OF COMPETITOR

A. Be careful about confidential competitor data. *Confidential competitor data* includes any information that is not readily available from non-confidential sources or that could not be obtained without extraordinary effort. Stated differently, confidential data includes any information or compilation used in Competitor's business which gives it an advantage over competitors who do not know or use the data. Err on the side of considering information confidential.

DO's

- If you have brought confidential data onto the premises, destroy them immediately and document the destruction.
- Reconstruct customer lists only through casual memory.

DON'Ts

- Don't make use of confidential Competitor data for any purpose in any way. For example, if you have information about screened, individual account holder, which are not discoverable through public sources, don't use it.
- Don't divulge to the Company knowledge about the terms and conditions of any agreements between Competitor and its clients or about the rates and requirements of Competitor customers which you acquired prior to your termination at Competitor.
- Don't share confidential information of Competitor with other employees (regardless of whether they worked for Competitor).
- Don't bring onto the premises of the Company any confidential Competitor customer list, file, book, rolodex systems or any other confidential Competitor data whatsoever.
- If you have brought confidential data onto the premises already, don't reproduce them.

B. Be careful when soliciting.

DO's

- Inform former clients of Competitor that you are working for the Company.
- Solicit Competitor's clients using only information which you remember about the specific needs and business habits of particular customers and do so only if the customers you approach are readily ascertainable to others in the trade. For example, if others have access to the same database you use to locate potential customers in a given market, you may solicit them.
- Inform the Company before soliciting any client of Competitor which has or may have an agreement or contract with Competitor so that we may assess whether the solicitation is proper.
- Document all conversations and communications with all known Competitor clients.

DON'Ts

- Don't solicit any customer of Competitor if that customer would be unknown to the employee but for information obtained during your prior employment. For example, if the only reason you know about the existence of the customer was because you received that information from Competitor, not from public sources, don't solicit that customer.
- Don't refuse to do business with a client of Competitor just because they seek out you or the Company.

- Don't indicate that you know that the Company is better than Competitor because you worked there before and the company had problems which you can describe.
- Don't make any representations concerning Competitor's business condition to anyone. For example, don't represent to Competitor customers that Competitor is losing accounts or that it is going to be going out of business to lead anyone to believe that those customers should break their contracts with Competitor.
- Don't discuss your reasons for leaving with Competitor customers.

C. Be careful when communicating with current Competitor employees.

DO's

- Before discussing the possibility of employment of current Competitor employees at the Company, do contact the Company's corporate legal counsel.
- Document all conversations and communications with current Competitor employees.

DON'Ts

- Don't discuss Competitor's business or financial condition with other current or former Competitor employees.
- Don't divulge to the Company knowledge about the rates of pay or the terms and conditions of any agreements between Competitor and its employees which you acquired prior to your termination at Competitor. For example, if before you terminated employment at Competitor, you learned about the salary and benefits of an employee at Competitor, don't share that information with anyone who works for the Company, whether or not they formerly worked for Competitor.
- Don't discuss your reasons for leaving Competitor with anyone, especially customers and current Competitor employees.
- Don't indicate to those who are not employees whether the Company is obtaining accounts which formerly were Competitor's.

II. CORPORATE DO'S AND DON'TS TO AVOID EXPOSURE

A. Be careful when soliciting Competitor clients.

DO's

- Determine what steps the former Competitor employees took before they left, if any, to ensure that they would have a livelihood after they left. For example, find out what plans, if any, each of them made to leave the company and, especially, what efforts, if any, one or more of them had to woo clients to the Company.
- Determine whether the former Competitor employees have customer lists. If so, do determine if they ever copied, intentionally memorized, borrowed or stole the lists.
- Require Competitor employees to rebuild customer lists from casual memory only, using only publicly available information, and require them to use only that information when soliciting Competitor clients.
- If the Company solicits Competitor employees, make sure that each solicitation can be justified on the basis of competitive reasons to avoid the claim that the Company or its employees are acting with malice. For example, do not solicit a client only for the purpose of depriving Competitor of business.
- Develop a mechanism for determining if clients have contracts with Competitor and, if so, whether the Company's doing business with them would constitute a breach of those contracts.
- Ensure that false charges, criminal or fraudulent conduct are not used to obtain business from those entities which have done business with Competitor that may not have resulted in formation of a contract. For example, when soliciting the business of a Competitor client that has been negotiating with Competitor, avoid indicating that Competitor is about to go out of business and will not be able to provide long-term service.
- Find out if any of the employees is or was a board member of Competitor.

- Ensure that the Company does not knowingly participate in any way in any ongoing breach of fiduciary duty or encourage such a breach by former Competitor employees. For example, if you learn that a former Competitor employee is divulging confidential information, put an end to the leak and do not use such information for pecuniary or other gain.
- Ensure that all phases of all sales at the Company were consummated after the former Competitor employees began working at the Company.

DON'Ts

- Don't permit former Competitor employees to close sales which began at Competitor, permitting the Company to benefit from sales that were really made at Competitor.

B. Beware of non-competition contracts.

DO's

- Find out if there is any express contract between the former Competitor employees and Competitor restraining them from competing with their former employer.

C. Be careful when inducing Competitor employees to join the Company.

DO's

- Find out if any other employees sought by the Company have contracts with Competitor.
- If not, ensure that any inducements of at will Competitor employees to leave Competitor is not designed solely to produce damage, and that no dishonest or unfair means are used. For example, ensure that Competitor employees are not induced to join the Company through means of discussions of Competitor's financial status.
- Make sure that any at-will employee induced to join the Company is needed for business reasons.

DON'Ts

- If other Competitor employees sought by the Company have contracts with Competitor, do not induce them to leave Competitor.