

Vendor Non-Competition/Non-Disclosure/Non-Solicitation Agreement

Non-compete agreement (the Agreement"), dated _____ by and between Gruber Power Services

And _____ (the "Contractor")

In connection with the Contractors desire to enter into a business relationship with Gruber Power Services (GPS), GPS is furnishing certain information about their customers to the Contractor which is non-public, confidential, and/or proprietary in nature. Such information, in whole or in part, together with information about customers supplied by GPS through sub-contracted installation arrangements, whether furnished before or after the execution of this agreement, is hereinafter referred to as the "Information".

The Contractor confirms its desire to act as a supplier of either remedial maintenance or installation services to GPS customers, and in consideration of being furnished with the Information, the Contractor agrees as follows:

1. The Contractor recognizes and acknowledges the competitive value and confidential nature of the information and the damage in the lost business that could result to GPS if any such information is disclosed to a third party.
2. The information will be kept confidential and shall not be disclosed by the Contractor, its directors, officers, or employees in any manner whatsoever, in whole or in part, other than in connection with supplying sub-contracted service. Moreover, the Contractor agrees to transmit the information only to directors, officers or employees who need to know the information in connection with processing the sub-contracted service to GPS customers. Such directors, officers, or employees, shall be required by the Contractor to treat the Information confidentially.
3. Upon receipt by Contractor of an award for sub-contract services GPS customers, the Contractor, its directors, officers, or employees, agree to not solicit business from the customer or engage in direct communication with the customer other than required to complete the sub-contracted service. Direct inquires from the customer for services other than contracted will be routed back to GPS for processing.
4. The Contractor further agrees that upon termination of the business relationship, in writing by either party, for any cause, the Contractor will honor all parts of this agreement for a period of one (1) year.
5. The undersigned acknowledges that damages may be difficult to prove and/or that there may be no adequate remedy at law for breach of this Agreement. As a result, GPS, in addition to any other rights and remedies it may have, shall be entitled to an injunction restraining the Undersigned from violation of the agreement. In addition, because of the anticipated difficulty in proving losses arising out of a breach of this Agreement, the Undersigned agrees that GPS shall be entitled to liquidated damages for each material breach of this agreement in the sum of \$1,000.00 for each such breach, with such sum being offset against, and not in addition to any compensatory damages which may be determined to be due GPS as a result the of the Undersigned's violation of any of the terms of this Agreement.
6. The Contractor agrees to pay GPS's reasonable attorney's fees incurred in connection with any legal action brought to enforce the terms of this agreement in addition to any other costs or damages which may be found due.
7. Proper venue for any action involving the enforcement or enforceability of this action shall lie exclusively with the Maricopa County Superior Court, Maricopa County, Arizona.

Gruber Power Services

Contractor

Signature

Signature

Name

Name

Title

Title

Date

Date