

## CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between BOCK & CLARK CORPORATION, a Delaware corporation with its principal place of business at 537 N. Cleveland-Massillon Road, Akron, Ohio 44333 (hereinafter the "Company"), and \_\_\_\_\_, either a surveyor himself duly licensed or an entity employing duly licensed surveyor (hereinafter "Surveyor") as follows:

WHEREAS, the Company's customers hire it to procure the licensed surveyors for survey assignments;

WHEREAS, the Company allows Surveyor to bid on survey assignments;

WHEREAS, in order to obtain bids from Surveyor, the Company must identify its customers to Surveyor and disclose confidential trade secret information and other confidential information to Surveyor so that Surveyor can lodge a bid with the Company for the potential survey assignment;

WHEREAS, the Company will only allow Surveyors who agree to the terms of this Agreement to bid on survey assignments;

WHEREAS, the Company can at its discretion choose to hire either Surveyor or another party for the assignment; and

WHEREAS, notwithstanding Surveyor's successful or non-successful bid, this Agreement still controls.

NOW THEREFORE, in exchange for the mutual promises and for the Company's continued maintenance of Surveyor on its roster of licensed surveyors to whom bid solicitations will be provided from time to time, the parties agree as set forth herein.

1. Confidentiality. Surveyor hereby acknowledges that in the course of preparing a bid to submit to the Company for its consideration regarding a potential assignment by the Company to the Surveyor, Surveyor will have access to and become familiar with the Company's confidential information, including, without limitation, its customers, assignments and business methods (collectively, "Confidential Information"). In consideration of the Company allowing Surveyor to bid on potential assignments, Surveyor agrees that, except as authorized by the President of the Company in writing, Surveyor will not disclose to any person, or use in any way, directly or indirectly, any Confidential Information, during the period which begins when the Surveyor learns of the bid opportunity and expires one year from the date the Company has finished its work on the assignment. Except, however, Surveyor may use and disclose this Confidential Information as required 1) to prepare a bid for the Company's consideration or 2) if later engaged by the Company, to undertake the survey assignment.

Surveyor further acknowledges that all files, records, documents, drawings, specifications, equipment and similar items relating to the Company or its customers constitute confidential information and must not be disclosed except solely in connection with Surveyor discharging his or her professional responsibilities. Surveyor acknowledges that all such items are confidential to the Company and are not generally known or readily ascertainable outside the Company except through the bid process.

2. Authorization for Bids. Surveyor acknowledges that this Agreement contemplates that Surveyor will be maintained by the Company, subject to the provisions of Paragraph 3 hereof, on its roster of Surveyors authorized to bid on potential assignments. As such, the provisions of this Agreement concerning Confidential Information will apply to each potential assignment that becomes known by the Surveyor through maintenance of the Surveyor on the Company's roster.

3. Licenses, Permits, Professional Qualifications and Relationships. Surveyor represents to the Company that he, if this Agreement is signed by an individual, or each person employed and performing the services of a surveyor, if this Agreement is executed on behalf of an entity, is duly licensed and in good standing in each state or jurisdiction listed by Surveyor on Exhibit A attached hereto and made a part hereof. Surveyor will not access the network or submit bids for jurisdictions other than those in which Surveyor is duly licensed.

4. Remedies for Breach. Surveyor acknowledges that a breach by Surveyor of the provisions of this Agreement cannot reasonably or adequately be compensated in damages in an action at law; and a breach of any of the provisions contained in this Agreement will cause the Company irreparable injury and damage. Therefore, Surveyor agrees that the Company shall be entitled, in addition to any other remedies it may have under this Agreement under Ohio law, to preliminary and permanent injunctive and other equitable relief, to prevent or curtail any breach of this Agreement, provided, however, that no specification in this Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition against the pursuing of other legal or equitable remedies in the event of such a breach.

5. Assignment. This Agreement may be assigned by the Company, but may not be assigned by Surveyor and any such assignment by Surveyor is expressly prohibited. Other than as provided above, this Agreement shall inure to the benefit of and be binding upon the respective heirs, successors, and personal representatives of the parties hereto.

6. Severability. If the scope of any restriction contained in this Agreement is too broad to permit enforcement of such restriction, it shall be enforced to the maximum extent permitted by law, and such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

7. Governing Law and Miscellaneous. This Agreement is being executed in the State of Ohio and its validity, effect, and performance shall be governed by the laws of Ohio. The parties submit to the exclusive jurisdiction of the Courts of Summit County, Ohio to adjudicate any issues arising hereunder. This Agreement may be executed in multiple counterparts each of which when so executed and delivered, via mail or facsimile, is an original, and all such counterparts together

constitute but one and the same agreement. Further, electronically generated or facsimile copies of a party's signature will have the same force and effect as an original signature.

8. Waiver. The waiver by either party of a breach or violation of any of the provisions of this Agreement shall not operate as or be construed as a waiver of any subsequent breach or violation thereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the date first written above.

SURVEYOR

BOCK & CLARK CORPORATION

\_\_\_\_\_  
Signature of Authorized Surveyor

By: /s/ Jeffrey J. Echko  
Electronically generated signature

Its: President

\_\_\_\_\_  
Name of Person Executing Agreement

\_\_\_\_\_  
Name of Corporation, Limited Liability  
Company or Entity (if applicable)

\_\_\_\_\_  
Office or Position (if applicable)

**EXHIBIT A**

**Professional Registration of Surveyors and Employees**

**NAME**

**STATE**

**REGISTRATION/  
LICENSE NUMBER**