



421 Callahan Rd  
Dalton, GA 30721

**NON-SOLICITATION/CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT**

This NON-SOLICITATION, CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT (“Agreement”) is entered into and made effective this \_\_\_ day of month \_\_\_\_\_, \_\_\_\_ year (the “Effective Date”) by and between **STR Corporation (“STR Corporation” or “Company”)**, located at 421 Callahan Rd, Dalton, Georgia 30721 and **Employee (“Employee”)** \_\_\_\_\_, **a resident of the state of** \_\_\_\_\_ **who resides at address** \_\_\_\_\_ **and is an employee of STR Corporation (“STR Corporation” or “Company”)** whereby in consideration of the foregoing and the rights and obligations set forth herein, the **Company** and **Employee** (each a “party”) agree as follows:

**Non-Solicitation.**

**Non-Solicitation of Customers and Suppliers of Company.** The Employee agrees that, during the Restricted Period, the Employee shall not, for his benefit or the benefit of any company where the Employee is a direct or indirect shareholder (other than a Permitted Investment), directly or indirectly (in a capacity where the Employee could use specialized knowledge, training, skills or expertise, Confidential Information, or customer or supplier contacts or information obtained from the Company to the detriment of the Company), solicit, attempt to solicit, request or cause any customer or supplier of the Company to cancel, terminate, reduce or otherwise impair any business relationship with the Company or any of its subsidiaries or its affiliates.

**Non-Solicitation of Employees of Company.** During the Restricted Period, the Employee agrees that he shall not directly or indirectly consult, solicit, hire, attempt to hire or encourage any employee of the Company, or its subsidiaries or its affiliates, to leave or terminate his/her employment with the Company.

**Confidentiality.**

**Confidential Information.** The Employee hereby understands and acknowledges that (i) the Employee's employment by the Company has given and gives the Employee access to many trade secrets, confidential matters and affairs of the Company, including, but not limited to, customer lists, documents and/or information regarding costs, profits, markets, sales, services, key personnel, pricing policies, technical and operational methods, manufacturing operations, processes, formula, credit and financial data concerning suppliers and customers, software, plans for future development, and other business affairs, methods and information of or concerning the Company and not readily available to the public regardless of whether such information is provided in written or oral form or stored in any form of electronic device, unless such information (a) is or becomes known to the public without a breach of this Agreement or other obligations of the Employee vis-à-vis the Company or (b) has been independently developed by the Employee outside his work for the Company ("Confidential Information"); (ii) such Confidential Information constitutes a valuable, special and unique asset of the Company, who has a proprietary interest therein; (iii) the services to be performed by the Employee under this Agreement are of a unique and intellectual character; (iv) the Company competes in virtually all of its business activities with other companies and organizations; and (v) the nature of the services to be performed by the Employee in the course of the Employee's employment hereunder, the Employee's position and expertise (including the knowledge of the Confidential Information) are such that the Employee is capable of competing with the Company.

**Confidentiality.** In recognition of the foregoing, the Employee agrees that: (i) the Employee shall keep the Confidential Information strictly confidential and shall not use, divulge, publish or otherwise reveal, either directly



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for the Employee's own purposes or for the benefit of any other person or entity, without the prior written consent of the Board of Directors, or except as necessary in the performance of the Employee's duties or if the Employee is required to disclose Confidential Information by mandatory law, court order or compulsory inquiry of any governmental authority; (ii) the Employee shall receive, hold and use any such Confidential Information in a fiduciary capacity for the Company; (iii) the Employee shall comply with any and all procedures which the Company may adopt from time to time to preserve the confidentiality of any Confidential Information; and (iv) upon the termination of Employee's employment or this Agreement, or at any time upon the Company's request, the Employee shall: (i) deliver forthwith to the Company all Confidential Information in his possession, regardless of how recorded, as well as all memoranda, notes, records, reports, and other documents and/or data (including electronic), however stored or recorded (including all copies thereof), relating to such Confidential Information and to the business of the Company which the Employee may then possess or have under his control; (ii) destroy (or cause to be destroyed) all materials incorporating or based on such Confidential Information; and (iii) certify in writing that the foregoing has been completed. The Company may, in its sole discretion, upon or after the termination of Employee's employment or this Agreement, notify Employee's new employer, clients or other parties that Employee has had access to certain trade secrets or other confidential and proprietary information which Employee is under a continuing obligation not to use or disclose.

**Trade Secrets.** "Trade Secrets" shall mean information including, but not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers, which is not commonly known by or available to the public and which information derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. This definition is intended to and shall embrace any and all information that constitutes a Trade Secret under the Georgia Trade Secrets Act of 1990, as amended.

**Representatives.** "Representatives" means as to any person, its directors, officers, security holders, managers, employees, agents and advisors (including, without limitation, financial advisors, banks, attorneys, accountants and their respective Representatives).

**Person.** "Person" shall be broadly interpreted to include, without limitation, any corporation, company, partnership, public department or institution of higher learning or other entity or individual.

**Non-Disclosure.** Without the prior written consent of Company and except as otherwise required by applicable law, Employee shall keep, and cause its Representatives to keep, all Confidential Information and Trade Secrets confidential, shall not disclose or reveal, and shall cause Employee's Representatives not to disclose or reveal, in any manner whatsoever, in whole or in part, any Confidential Information or Trade Secrets to any person, other than to its Representatives who are actively and directly participating in the evaluation of the Agreement or who otherwise need to know the Confidential Information for the purpose of evaluating the Agreement and who are bound by restrictions regarding the disclosure and use of such Confidential Information (either contractual, legal or fiduciary), that are comparable to and no less restrictive than those set forth in this Agreement. Both parties shall inform all their respective Representatives and shall cause its Representatives who receive Confidential Information and Trade Secrets hereunder of the confidential nature of such information, as well as the terms of this Agreement. Neither party shall, nor cause its Representatives to, use any Confidential Information of the other party for the benefit of itself or any other person, or for any purpose other than to evaluate the Agreement or in connection with the consummation of the Agreement. Each party shall be responsible for any breach of the terms of this Agreement by it or its Representatives.



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**(continued)**

**Compelled Disclosure of Confidential Information.** In the event that Employee or any of his or her Representatives are requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information or Trade Secrets of the Company, Employee shall provide Company with prompt written notice of such request or requirement (but in no event more than two (2) business days after the Employee becomes aware of such requirement) in order to enable the Company (a) to seek an appropriate protective order or other remedy, (b) to consult with Employee with respect to the Employee's taking steps to resist or narrow the scope of such request or legal process or (c) to waive compliance, in whole or in part, with the terms of this Agreement in writing. In the event that such protective order or other remedy is not obtained, or the Company waives compliance, in whole or in part, with the terms of this Agreement, Employee or its Representatives, as the case may be, shall use commercially reasonable efforts to disclose only that portion of the Confidential Information or Trade Secrets which is legally required to be disclosed and exercise commercially reasonable efforts to obtain confidential treatment for the Confidential Information so disclosed.

**Ownership.** All Confidential Information (including, without limitation, all copies, extracts and portions thereof) and Trade Secrets are and shall remain the sole property of the Company. Employee does not acquire (by license or otherwise, whether express or implied) any intellectual property rights or other rights under this Agreement or any disclosure hereunder, except the limited right to use such Confidential Information or to any Trade Secrets in accordance with the express provisions of this Agreement. All rights relating to the Confidential Information and Trade Secrets that are not expressly granted hereunder to the Receiving Party are reserved and retained by the Company.

**Term.** Except with respect to Trade Secrets, the disclosure of which shall be prohibited in perpetuity, and as otherwise provided herein, the obligations of this Agreement, including the restrictions on disclosure and use, shall, with respect to Confidential Information, survive any termination of this Agreement for a period of two (2) years or as otherwise permitted by law.

**Remedies.** Each party acknowledges that the other may suffer irreparable damage in the event of any material breach of the provisions of this Agreement. Accordingly, in such event, a party may be entitled to seek preliminary and final injunctive relief, as well as any other applicable remedies at law or equity against the party who has breached or threatened to breach any part of the Agreement.

**Return of Materials.** Employee shall promptly, upon Employee's separation or termination of supplier/customer relationship, return to the Company the Confidential Information and Trade Secrets (without retaining any copy thereof) other than any notes, discs, tapes and other writings and materials prepared by or on behalf of the Employee based on the Confidential Information and Trade Secrets, all of which shall be destroyed. Employee may also be asked to deliver to the Company an affidavit expressly affirming the foregoing.

**Waiver & Amendment.** No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude another or further exercise thereof or the exercise of any right, power or privilege. No amendment, modification, or waiver, of any provision of this Agreement, shall be effective unless in writing and signed by duly authorized signatories of both parties.

**Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia without regard to conflicts of laws principles. Any suit or proceeding relating to this Agreement shall be brought in the courts, state and federal, located in or having jurisdiction over Whitfield County, Georgia.



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Final Agreement and Severity. This Agreement represents the entire agreement between the parties, but if any clause is found to be invalid or unenforceable, the remainder of the agreement, except for such clause(s) that are found to be invalid or unenforceable, shall remain in full force and effect.

The parties, through the signatures of each of their duly authorized representative set forth below have executed this Agreement on the Effective Date as set forth above.

STR CORP

By: \_\_\_\_\_ (*signature*)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EMPLOYEE

\_\_\_\_\_ (*signature*)

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_