

Employee Agreement

To be completed on the employee's first day of employment

I, Joel Leichky, the "Employee", having accepted the offer of employment by Professional Solutions Group, LLC ("PSG") as described in the attached "Offer Letter", recognize such employment is subject to the following terms and conditions and are a condition of my employment. My employment begins on 10/17/05.

In order to induce PSG to hire, continue to employ and retain me, and to disclose to me or allow me access to certain confidential matters and information which are of great value to PSG, I agree to execute this agreement.

1. While employed by PSG, I agree to devote my full time and best efforts towards the performance of my duties and responsibilities. I will refrain from engaging directly or indirectly in any activities, pursuits, or business transactions which in any way compete with any operation of PSG, or which may result in a conflict of interest or otherwise adversely affect the proper discharge of my duties and responsibilities.
2. While employed by PSG, I will strictly adhere to all of the policies, rules and regulations of PSG which are presently in force or which may be established with respect to the conduct of employees. I will follow the directions of PSG with respect to the methods I use to perform my duties, recognizing that PSG may amend, revise, or discontinue its policies and procedures from time to time.
3. I understand PSG's preeminent business objective is to provide superior value and service to its clients, and that travel may be required to fulfill my duties to PSG and meet the needs of its clients.
4. While employed by PSG, I will not become a principal, director, officer, or employee of, or consultant to, any entity or individual which is in competition with PSG or its subsidiaries, affiliates, or assigns. Furthermore, I will not engage in or own or control any interest in any entity or individual which is in competition with PSG, except as a passive investor in publicly held companies. Any entity or individual engaged in business or information technology consulting is considered a competitor of PSG.
5. While employed by PSG and for two years thereafter, I will not hire any of the employees of PSG, or directly or indirectly induce or attempt to induce any employees of PSG to leave the employ of PSG. I further agree to not induce or accept employment from current, former or potential clients of PSG. Notwithstanding the foregoing, if I wish to engage in employment with a Client of PSG and I believe such employment will not harm PSG, then I may petition PSG for a waiver of this provision, which PSG may not unreasonably withhold. "Potential client" is defined as any entity or individual to or for whom PSG has submitted a proposal for services, or with whom PSG has had significant sales or marketing discussions, but with whom PSG did not enter into a contractual agreement.
6. While employed by PSG and for two years thereafter, I will not directly or indirectly provide, or solicit in an attempt to provide, any service offered by PSG to or for any client, or potential client of PSG. For purposes of this provision not to solicit, it is agreed

that client or potential client shall mean those clients or potential clients of PSG with whom I have had a direct consulting relationship while in PSG's employment; been involved in actively soliciting for engagements on PSG's behalf; or those where I provided consultative or advisory services to a PSG employee in charge of a client engagement at any time during the twelve months prior to termination of my employment. I further agree not to discuss any matter regarding my potential or actual termination of employment from PSG with any PSG client, or potential client, except as PSG shall determine appropriate.

7. I agree to forever hold in confidence, and not use or disclose, all proprietary information, trade secrets, and confidential business and technical information which I may acquire as a result of my employment with PSG, except to further PSG's interests and as authorized by PSG. This information may include, but is not limited to PSG business plans, methodologies, technologies (including computer software), intellectual property, training materials, personnel information, client lists, financial information, pricing information, and information concerning the business, technologies, needs, plans, and strategies of PSG's clients.
8. I agree to assign to PSG all of my rights, title, and interest in and to all inventions and all improvements on existing inventions that I create or discover while employed by PSG relating to PSG's business or the performance of my duties. I will disclose any such invention or improvement thereon promptly to PSG and will execute all such reasonable documents as PSG may request to confirm the assignment of my rights in and to any such invention or improvement. If requested by PSG, I will provide all assistance it reasonably requires (at PSG's expense) to file for, maintain, protect, and enforce PSG's patents, copyrights, trademarks, trade secrets, and other rights and inventions. For the purposes of this agreement, the term "invention" means discoveries, processes, technologies, designs, and other intellectual property.
9. I acknowledge that the injury to PSG resulting from my violation of any of the terms and conditions of this agreement cannot be adequately compensated by money damages, and, accordingly, in event of breach or threatened breach of any provision herein, PSG shall be entitled to in PSG's, both preliminary and final, enjoining and restraining such breach or threatened breach. Additionally, PSG shall be entitled to retain any and all monies including, but not limited to, any equity share(s) I hold in PSG and any other sums which are otherwise due to me from PSG from any source (other than from my balance in PSG's voluntary retirement plan). Such remedies shall be in addition to all other remedies available at law or in equity, including PSG's right to recover from me any and all damages that may be sustained as a result of my breach of this agreement. PSG shall be entitled to recover its attorneys' fees and expenses in any successful action by PSG to enforce this agreement.
10. Miscellaneous Provisions
 - a. *Severability*. If any clause or provision of this agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
 - b. *Governing Law*. This agreement shall be governed by the laws of the state of Indiana. The Circuit Court of DeKalb County, Indiana shall have jurisdiction over any dispute, which

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arises under this agreement, and each of the parties shall submit and hereby consents to such court's exercise of jurisdiction.

- c. *Waiver of Breach.* I understand that the waiver by PSG of my breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach I may incur. Likewise, my waiver of a breach of any provision of this agreement by PSG shall not operate or be construed as my waiver of any subsequent breach by PSG.
- d. *Employment by Subsidiary.* If PSG owns, acquires, or forms subsidiary companies or becomes connected with other affiliate companies, or is acquired by another entity, I agree to be employed by any such entities under the same terms and conditions set forth in this agreement.
- e. *Employee Shall Not Assign Agreement.* I understand that this agreement and all rights hereunder are personal to me and shall not be assignable by me, and any purported assignment shall be null and void and shall not be binding on PSG.
- f. *Employee May Not Bind PSG.* I understand that I may not enter into any contract or otherwise bind PSG in any way without written authority from PSG. Any contracts which I may enter into without written authorization will not be binding upon PSG.
- g. *Notices.* I understand any notices required or permitted to be given under this agreement shall be sufficient if in writing, and if sent by registered mail to my residence, or the principal office of PSG, respectively.
- h. *Amendment and Alteration.* No amendment or alteration of the terms of this agreement shall be valid unless made in writing and signed by PSG and myself.