

8. RESTRICTIVE COVENANTS. (a) NON-SOLICITATION. Employee covenants and agrees that at all times during Employee's employment with Company, and for a period of three (3) years after the date of termination of the Employee's employment with Company, whether such termination is voluntary or involuntary, Employee will not (i) individually or through any person, firm or corporation with which Employee is now or may hereafter become associated, solicit any individual or entity which he serviced as a Customer for Company for any business as a resident medical physicist; or (ii) individually or through any person, firm, association or corporation with which Employee is now or may hereafter become associated, cause, solicit, entice, or induce any employee of Company to leave the employ of Company (or such other corporation), and to accept employment with, or compensation from, the Employee or any such person, firm, association or corporation without the prior written consent of Company, as applicable. (b) NON-DISPARAGEMENT. Employee covenants and agrees that at all times during the Employee's employment with Company, and for a period of three (3) years after the date of termination of the Employee's employment with Company, whether such termination is voluntary or involuntary, Employee shall not engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or good will of Company, its management, or of management of corporations affiliated with Company, or remarks (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or good will of Company, its management, or of management of corporations affiliated with Company. (c) PROTECTED INFORMATION. Employee recognizes and acknowledges that Employee has had and will continue to have access to various confidential or proprietary information concerning Company and corporations affiliated with Company of a special and unique value which may include, without limitation, (i) books and records relating to operation, finance, accounting, sales, personnel and management, (ii) policies and matters relating particularly to operations such as customer service requirements, costs of providing service and equipment, operating costs and pricing matters, and (iii) various trade or business secrets, including customer lists, route sheets, business opportunities, marketing or business diversification plans, business development and bidding techniques, methods and processes, financial data and the like (collectively, the "Protected Information"). Employee therefore covenants and agrees that Employee will not at any time, either while employed by Company or thereafter, knowingly make any independent use of, or knowingly disclose to any other person or organization (except as authorized by Company) any of the Protected Information. (d) NON-COMPETITION. Employee agrees and acknowledges that his services to Company are unique and that, because of his intimate knowledge of the business and strategic plans of Company, his employment with a competitor of Company would cause significant competitive harm to Company. Accordingly, Employee agrees that, for a period of two (2) years following the resignation or termination of his employment with Company, regardless of the reasons for the termination, he will not act as an officer, employee, director, manager, consultant, or advisor to any entity providing medical physics services within a 50 mile radius of the employee's primary work location at the time of resignation or termination. Employee agrees and acknowledges that in working for the Company, Employee is being paid in part to form relationships with client

firms on behalf of the Company for the Company's long-term benefit. Accordingly, Employee agrees that, for a period of two (2) years following the resignation or termination of Employee's employment with Company, regardless of the reasons for the termination, Employee will not act as an officer, employee, director, manager, consultant or advisor to any entity to which Employee had provided any services as an Employee of Company. (e) NON-FRATERNIZATION. Employee agrees and acknowledges that i) fraternization with employees, contractors, agents, owners or investors in competing medical physics firms ("Competitors") could lead to an inadvertent transfer of Protected Information to these parties and that such transfer could cause damage to the Company, and, ii) Employee will be in a position to earn a livelihood as well as enjoy a full and productive social life without engaging in such fraternization. Accordingly, Employee agrees that during the term of his employment with Company, he will not fraternize with Competitors without the prior written authorization of the Company. For the purposes of this agreement, "fraternize" includes: inviting or accepting an invitation to share a meal or social event (concert, play, sporting event, party, etc.) with one or more Competitors, visiting the home or workplace of a Competitor, inviting and/or permitting a Competitor to visit the Employee's home or workplace unless invited specifically by the Company (e.g., for a job interview), engaging in protracted telephone or in person conversations with a Competitor. The intent of this covenant is not to prevent the employee from engaging in brief or polite conversation with a competitor during an unplanned or unanticipated encounter or event (e.g., a training class, professional meeting, or trade show), but rather to prevent Employee's participation in or development of a personal relationship that is not appropriate due to the Employee's position at Company. Nothing in this covenant shall restrict fraternization with persons previously known to and familiar to the Employee prior to Employee's hire at Company, though in these cases, Employee is obligated to disclose pre-existing relationships to Company so that Company may be aware of any potential conflicts of interest. (f) AUTHORITY. Employee does not have, and shall not hold out to anyone as having, any right, power, or authority to create any contract or obligation with any entity, express or implied, on behalf of, in the name of, or binding upon Company unless Company gives Employee written consent to do so. (g) RETURN OF MATERIALS. Employee agrees to return upon request any and all materials provided to Employee by Company or any employee of Company. Such materials shall include, but are not limited to, manuals, lists or customers and accounts, training materials, demonstration equipment, brochures, and advertising material. (g) ACKNOWLEDGEMENT OF RESTRICTIONS. Employee acknowledges that i) the foregoing restrictions placed upon Employee are necessary and reasonable, ii) Employee will be in a position to earn a livelihood without violating the foregoing restrictions, and iii) it has been made clear to Employee by Company that Employee's ability to earn a livelihood without violating such restrictions is a material condition of this agreement.