



Courses now studying _____

U.S. Military, Naval Service, Active Military or Reserve Status: _____

Character of service: _____ Narrative reason for separation: _____

Certificate of release or discharge from active duty form must be attached for persons discharged less than five years ago, or not completing full tour of duty.

Present membership in Active Military or Reserve? _____

FORMER EMPLOYERS: (List below last six employers, starting with the last one first)

EXACT DATES OF EMPLOYMENT	NAME & ADDRESS OF EMPLOYER	PAY RATE	POSITION	REASON FOR LEAVING
From To				
From To				
From To				
From To				
From To				
From To				

REFERENCES: Give below, the names of three previous supervisors, whom you have worked for at least one year.

- | | | | |
|------|-------|----------|-----------------|
| Name | Phone | Business | Yrs. Acquainted |
|------|-------|----------|-----------------|
- | | | | |
|------|-------|----------|-----------------|
| Name | Phone | Business | Yrs. Acquainted |
|------|-------|----------|-----------------|
- | | | | |
|------|-------|----------|-----------------|
| Name | Phone | Business | Yrs. Acquainted |
|------|-------|----------|-----------------|

LIST ANY PERIODS OF UNEMPLOYMENT AFTER AGE 18:

FROM	TO	PREVIOUS EMPLOYER	DID YOU RECEIVE UNEMPLOYMENT COMPENSATION?	
			Yes	No
			Yes	No
			Yes	No
			Yes	No

Do you have any other employment or "side line" business activity? _____ If so, please detail _____

Will you be continuing this outside business if employed by Northern Electrical Testing, Inc.? () YES () NO



MEMBERSHIPS: Are you a member of any trade, technical or professional organizations which serve to educate, promote, develop, elevate the level of competence, or otherwise promote either the employee or the Company to our clients and/or the general public? Please list and give details. _____

PERSONS TO NOTIFY IN EMERGENCY:

Name: _____ Work Phone _____ Home Phone: _____

Address _____ City, State, Zip _____

Name: _____ Work Phone _____ Home Phone: _____

Address _____ City, State, Zip _____

DRIVING: License #: _____ State: _____

A valid, unsuspended, State of Michigan operator's license and a valid, unsuspended, State of Michigan Commercial Drivers License, CDL type A are required for all field service employees and is a required condition of employment. A valid State of Michigan operator's license only is a required condition of employment for all office personnel. A car, van or pickup in good mechanical condition and appearance shall be continuously maintained and available as a condition of employment.

Do you have a valid Michigan, American, or Canadian driver's license?() Yes () No

Do you have a valid Michigan, American or Canadian commercial driver's license, CDL type A?() Yes () No

Have you ever had your license revoked or suspended?() Yes () No

Have you ever received a citation for operating a vehicle under the influence of drugs or alcohol or while impaired by either?() Yes () No

Do you have any points on your driving record currently?() Yes () No
If so, how many _____.

LEGAL ACTIVITY:

Have you ever filed any lawsuits against any individual, firm, company or organization: () Yes () No

If so, list the defendant(s), year, county and state where filed. List the result of the suit also. _____

APPLICANTS: READ THIS SECTION CAREFULLY AND SIGNIFY YOUR UNDERSTANDING AND AGREEMENT BY SIGNING YOUR NAME AND DATING IN THE SPACE BELOW.

By signing this application, I certify that all information contained in this Application for Employment is true, correct and complete. I understand that any falsification or willful omission of fact on this application may, at any time, result in my dismissal or refusal of employment. I authorize investigation of all statements contained in this application. I further authorize the Company to check each of the references supplied. I understand that misrepresentation, or omission of facts called for, is prohibited and may result in refusal of employment or my dismissal.



I understand and agree that my employment is "**at-will**" for no definite period and may, regardless of the date of payment of my wages and salary, be terminated at any time with or without any previous notice, and with or without cause, and Northern Electrical Testing retains the same rights, to terminate my employment at any time, with or without cause. Any information outlined in this Handbook or in any other Company document does not modify the employment at will policy and should not be interpreted to mean that termination will occur only for "just cause". I understand that at will employment does not create an express or implied contract of employment for a definite and specific period of time between me and the Company, or otherwise create express or implied legally enforceable contractual obligations on the part of the Company concerning any terms, conditions, or privileges of employment. Any documents or statements, written or oral, prior, current, or future that conflict with the employment at will policy are void. This policy can be modified only in writing, directed to me personally and signed by the President of the company.

I agree that my employment is subject to policies and procedures adopted from time to time by the Company that will be communicated to me in the Northern Electrical Testing, Inc. Employee Handbook in its most recent update, and all changes which become effective in the future. I agree that I shall be bound by all other rules, policies, regulations and terms and conditions of employment of the firm as they are from time to time changed, and no additional obligations can be imposed on the firm except those which have been acknowledged in writing, by the President or his designated representatives. I hereby authorize the firm to deduct from each and every pay period any amounts necessary to offset any damages caused by me or the value of property or money entrusted to me by, or owed by me to the firm during the course of my employment.

I further acknowledge my understanding that the company maintains a policy prohibiting the possession and/or use during working hours of illegal and unauthorized drugs and alcohol. I further understand that as an enforcement technique, the Company may randomly conduct searches of equipment, vehicles and storage facilities, and perform urine screens of its employees to ensure a safe working environment for its employees and customers. By signing this Application, I consent to drug and alcohol content screening and authorize the medical and testing facility to communicate the results to the Company. As a part of this authorization, I agree to release from liability and hold harmless the Company, its agents, directors, officers and employees from any and all liability associated with the testing for drug and/or alcohol content.

I agree to work any and all shifts assigned, and all additional work assigned as a condition of my employment with Northern Electrical Testing, Inc. I understand that customer and/or Northern Electrical Testing, Inc. schedules may require different shifts on successive days, Saturday, Sundays, and holiday work, in addition to the regular work week assigned. This will also involve out of town work.

I acknowledge that the facts set forth on this application are true and complete. I understand that if employed, any false statement or omission on this application, or any attachment, shall be sufficient cause for dismissal. I understand that most Northern Electrical Testing, Inc. facilities and units operate 24 hours/7 days per week and that, if I am employed by Northern Electrical Testing, Inc. I may be scheduled to work any time or day of the week, including holidays.

I understand that if an offer of employment is made, Northern Electrical Testing, Inc. will require me to undergo a physical examination and/or a drug or alcohol test. I agree to take such an examination and/or test. I also understand that if I am hired, Northern Electrical Testing, Inc. may require me to undergo a drug and/or alcohol test at any time during my employment. I agree to allow such tests, on a random basis.

I understand that Northern Electrical Testing, Inc. is a member of the International Brotherhood of Electrical Workers, Local 58 in Detroit, and that if I am employed as a field employee I will be required to become a member of Local 58. As such, I will be required to pay membership costs and dues, in compliance with that agreement.

I authorize you to verify any of the information concerning my background, including not limited to, my employment, driving record, education, criminal history or medical history (post-offer only), with the appropriate individuals, companies, institutions or agencies, and I authorize them to release such information as you require, including my prior disciplinary employment record, without any obligation to give me written notice of such disclosure. I also authorize you to release any information requested by any of my prospective or subsequent employers without any obligation to give me written notice of such disclosure. I hereby release you and them from any liability whatsoever as a result of any such inquiries and disclosures and this release from liabilities does not waive or prohibit an individual from filing a charge of discrimination under the law enforced by the EEOC. I agree that any false information in support of my application may subject me to discharge at any time during the period of my employment.

I authorize Northern Electrical Testing, Inc. to copy this document and agree that such copies with my signature shall have the same legal force and effect as the original document with my signature.



AUTHORIZATION AND UNDERSTANDING:

Upon the signing of this application, I represent that all of the information now or hereafter given by me in support of my application is true and complete. I authorize you to verify any of the information concerning my background, including but not limited to, my employment, driving record, education, criminal history, or medical history (post-offer only), with the appropriate individuals, companies, institutions or agencies, and I authorize them to release such information as you require, including my prior disciplinary employment record, without any obligation to give me written notice of such disclosure. I also authorize you to release any information requested by any of my prospective or subsequent employers without any obligation to give me written notice of such disclosure. I hereby release you and them from any liability whatsoever as a result of any such inquiries and disclosures and this release from liability does not waive or prohibit an individual from filing a charge of discrimination under the laws enforced by the EEOC. I agree that any false information in support of my application may subject me to discharge at any time during the period of my employment.

I agree that either party may terminate the employment relationship, with or without cause, at any time, and I further agree that this arrangement may only be altered in writing directed to me personally and signed by the president of the firm. I agree that I shall be bound by the other rules, policies, regulations and terms and conditions of employment of the firm as they are from time to time changed, and no additional obligations can be imposed on the firm except those which have been acknowledged in writing, by the president or his designated representatives. I agree that any action or suit against the firm, its agents or employees, arising out of my employment or termination of employment, including, but **not limited to, claims arising under State, but not Federal, civil rights statutes, must be brought within 180 days of the event giving rise to the claims or be forever barred unless the applicable statute of limitations period is shorter than 180 days in which case I will continue to be bound by that shorter limitations period. I waive any limitation periods to the contrary. I further agree that if I should bring any non-statutory action or claim arising out of my employment against the firm, in which the firm prevails, I will pay to the firm any and all such costs incurred by the firm in defense of said claims or actions, including attorney fees.** I further agree that my employment is conditional upon the requirements of the company.

Applicant's Signature

Date

AGREEMENT ON NON-COMPETITION, NON-INTERFERENCE, CONFIDENTIAL INFORMATION, AND INTELLECTUAL PROPERTY

Agreement made this ___ day of ___ 20___, by and between Northern Electrical Testing, Inc., (“Employer” or “Northern Electrical”) and _____ (“Employee”).

1. Employment

- a. Employer hereby offers to Employee and Employee hereby accepts or continues employment with Employer subject to the terms and conditions set forth herein relating to confidentiality, non-competition, non-interference, and intellectual property.

2. Duties

- a. The parties confirm that “at-will” employment relationship between them. This means you are free to terminate your employment, at any time, for any reason, with or without cause, and Northern Electrical retains the same rights. No amendment or exception to our at-will employment policy set forth above can be made at any time, for any reason, except by all Owners of the Company, and it must be in writing, directed to you personally, and signed by them.
- b. This Agreement shall supercede any prior oral or written understandings between the parties only with respect to Employee’s duties of confidentiality, non-competition, non-interference, and intellectual property.

3. Non-Competition, Non-Interference

- a. The parties acknowledge that Employer is engaged in independent electrical testing in Michigan and Ohio. (“**Market**”) Northern Electric provides the electrical industry with comprehensive and independent testing services. (“**Business**”). Because of the competitive nature of the Business, the parties acknowledge the Employer has reasonable, legitimate and propriety interest in maintaining the secrecy and confidentiality of information to be used in the **Business** and in maintaining, furthering and protecting business relationships with current and prospective customers, clients and vendors, including client information which is the exclusive property of Employer. Employee agrees that because of his/her employment position with Employer, Employee will obtain, or have access to, highly confidential, proprietary information and trade secrets relating to Employer’s business concept, organization, internal processes and procedures, formation, design, development marketing, pricing, cost, efficiency, contracts, business records, client lists, client contacts (lenders and clients), forms, templates, flow charts and training materials and other information critical to the interests of Employer, and, as a result, Employee has agreed to the protections set forth in this section.

b. Non-Competition and Non-Interference

- (1) At all times during Employee's employment, and for 12 months following the termination of Employee's employment ("**Restricted Period**"), for any reason, the Employee will not, anywhere in the **Market**, that Employee engaged in business on behalf of Employer, directly or indirectly, in one or a series of transactions, own, manage, operate, control, invest or acquire an interest in, provide or guaranty a loan , or otherwise engage or participate in, whether as a proprietor, partner, stockholder (except for ownership of stock in any corporation whose stock is listed on the New York or American Stock Exchange), lender, director, officer, employee, joint venturer, investor, lessor, supplier, or other participant, any business which competes, directly or indirectly, with the **Business**.
- (2) During the **Restricted Period**, the Employee will not, directly or indirectly, in one or a series of transactions, solicit, induce or influence any proprietor, partner, stockholder, lender, director, officer, employee, joint venturer, investor, lessor, supplier, customer or any other person which has a business or employment relationship with Employer and/or its affiliates within the scope of the **Business**, at any time during the **Restricted Period**, to discontinue or reduce or modify the extent of such relationship, with the Employer.
- (3) During the **Restricted Period**, the Employee will not (A) directly or indirectly, in one series of transactions, recruit, solicit, encourage, or otherwise induce or influence any employee or agent of the Employer and/or its affiliates to discontinue, reduce or modify such employment or agency relationship with the Employer and/or its affiliates, or (B) hire, employ or seek to employ, or cause any other **Business** to hire, employ or seek to employ for any other business, any person or agent who is then or was at any time within six (6) months prior to the date the Employee or the other business employs or seeks to employ such person, employed or retained by the Employer.
- (4) During the **Restricted Period**, Employee will not, either directly or indirectly, divert, solicit, or attempt to solicit any person or entity who is a client or Employer when Employee is terminated or whose accounts are serviced by Employee during the 12 month period preceding Employee's termination of employment.

c. Confidential Information

- (1) Employee will not use, transfer, remove or disclose (except as his/her duties for the Employer may require) any of the Confidential Information of the Employer and/or its affiliates (whether or not conceived, discovered, or developed by Employee), either written or committed to memory, including all memoranda, notes, plans, reports, records, documents, and other evidence thereof, unless the Employer consents in a writing signed by the President of Northern Electrical. Employee understands that his obligation remains with him/her even after his/her employment with the Employer ends.
- (2) **“Confidential Information”** means information or material:
 - (a) which is not generally available to or used by others, or
 - (b) the utility or value of which is not generally known or recognized as standard practice, whether or not the underlying details are in the public domain, including:
 - (i) including, without limitation, any information, pertaining to material, forms, or manuals which relate to the Company’s know-how; trade secrets; accounting; costs; merchandising; systems; supplier or customer lists; details of any customer, or prospective customer or vendors; client or consultant contracts; customer contracts; existing and prospective employees; pricing policy; profit margin; operational method; marketing plan or strategy; including all video and audio tapes, films, DVDs whether for marketing and/or internal training, sales, servicing, management or administration; product development or plan; business acquisition plan; any scientific or technical information idea, discovery, invention, design, process, procedure, formula, pattern, device or portion, including any phrase thereof, any information designed or used to give a competitive edge or improvement to the Employer and/or its affiliates; any computer software in any form and the computer software methods and techniques or algorithms of organizing or applying the same; and any specialized equipment, processes and techniques developed to further the **Business** of the Employer.
- (3) **“Confidential Information”** also includes:

- (a) trade secrets as defined by the Michigan Uniform Trade Secrets Act which the parties accept as an appropriate statement of law;
 - (b) software in various states of development (source code, object code, documentation, diagrams, flow charts), designs, drawings, specifications, models, data and customer information; and
 - (c) any information of the type described above which Employer obtained from another party and which Employer treats as proprietary or designates as confidential, whether or not owned or developed by Employer.
- (4) Employee acknowledges all **Confidential Information** and trade secrets protected by this Agreement are valuable and not commonly known outside the Employer's **Business** by employees and others not involved in the Employer's **Business**.

d. Ownership of Intellectual Property

- (1) Employee agrees to promptly inform the Employer of the full details of all his/her inventions, discoveries, concepts, and ideas (collectively called "**Developments**"), whether patentable or not including, but not limited to, hardware and apparatus, processes and methods, formulae, computer programs and techniques, as well as any improvements and related knowledge, which he/she conceives, completes, or reduces to practice (whether alone or jointly with others) while he/she is employed by the employer and:
- (a) which relate to the present or prospective **Business**, work, or investigations of the Employer, or
 - (b) which result from any work he/she does using any equipment, facilities, materials or personnel of the Employer, or
 - (c) which result from or are suggested by any work, which he/she may do for the Employer.
- (2) Employee agrees to assign, and does assign, to the Employer or the Employer's designee, his/her entire right, title and interest in:
- (a) all previous, current, and future **Developments**,

- (b) all trademarks, copyrights and mask work rights in **Developments**, and
 - (d) all patent applications filed and patents granted on any **Development**, including those in foreign countries, which he/she conceives or make (whether alone or with others) while employed by the Employer or within one (1) year of the end of his/her employment (if conceived as a result of employment). Employee also agrees to assign and hereby assigns previously obtained and pending patents to Employer.
- (3) While employed by the Employer and afterwards, Employee agrees to execute any papers that the Employer may consider necessary or helpful to obtain or maintain patents, whether during the prosecution of patent applications or during the conduct of an interference, litigation, or other matter (all related expenses to be borne by the Employer).
 - (4) Employee represents that, except as he/she has identified in writing to the Employer, Employee has no Agreements with or obligations to others concerning any Developments or Confidential Information. Nor does Employee have any Agreements or obligations that might conflict with this Agreement.
- e. Employer relies upon Employee's representation that Employee will:
- (1) competently perform all assigned duties;
 - (2) carry out all policies, directives and decisions of the Employer, the Owners of Northern Electrical, or their designee;
 - (3) not withhold from Employer or the Owners of Northern Electrical, and will promptly report to Employer and Owners of Northern Electrical, any information that may affect Employer's **Business**;
 - (4) refrain from any conduct which is illegal, dishonest, fraudulent, or detrimental to Employer's **Business**, as determined by the Owners of Northern Electrical; and
 - (5) devote his/her time, attention and energies to the operations of Employer and shall not, during the term of this Agreement, without the written consent of all Owners of Northern Electrical, be engaged in any other business activity requiring any amount of his/her business time, whether or not such business activity is pursued for gain, profit or pecuniary advantage.

4. **Entire Agreement**

This Agreement supersedes and cancels all prior Agreements, whether verbal or written, between Employer and Employee regarding Employee's non-competition, non-interference, confidentiality, and intellectual property obligations. There are no understandings or Agreements with Employee regarding Employee's non-competition, non-interference, confidentiality, and intellectual property obligations that are not included in this document. Any Agreement or Agreement supplemental hereto regarding Employee's non-compete, non-interference, confidentiality, and intellectual property obligations shall not be binding upon either party unless executed in writing, directed to you personally, and signed by all Owners of Northern Electrical. This Agreement does not supercede the Authorization and Understanding section of the Employment Application if the Employee has signed one.

5. **Surrender of Materials on Termination**

Employee agrees to deliver to the Employer, on the date his/her employment ends (or promptly upon request), all documents and things in his/her possession, custody, or control pertaining to the **Business** of the Employer, including but not limited to all data, books, records, **Confidential Information**, and any documents or objects derived or based on **Confidential Information**. If documents and things pertaining to the **Business** of the Employer or originating with the Employer come into Employee's possession after his/her employment ends, he/she will promptly deliver them to the Employer.

6. **Remedies for Breach of Section 3 and 5**

It is expressly agreed that Employer may affirmatively exercise its right to file an action in any court of competent jurisdiction to remedy any breach of the restrictions in Sections 3 and 5 of this agreement. Employee acknowledges and agrees that he/she is subject to the personal jurisdiction of the Oakland County Circuit Court of Michigan and the U.S. Federal District Court, Southern Division of Michigan, and that a breach of the Agreement's provisions shall cause severe and irreparable injury to Employer. Accordingly, Employee agrees that Employer shall be entitled to immediate (i.e. without prior notice) preliminary and final injunctive relief to enjoin and restrain Employee from performing any or all of the prohibited actions described in Section 3 and 5.

Remedies for damages occurring prior to Employer's knowledge of a breach, until actions in breach of the Agreement stop, and related in any way to the effects of the breach, suit for injunctive relief and damages with the court shall include, but not be limited to, monetary damages, liquidated damages, attorney's fees, and other costs related to said actions. Remedies to stop continuing and future damage from actions in breach of the Agreement occurring after Employer has knowledge of the breach shall include, but not be limited to, a temporary restraining order without prior notice; a preliminary injunction prior to trial; an

injunction for full relief after trial; attorney's fees; and other related costs related to such action.

7. Disclosure of Agreement Terms

Employee agrees to fully and completely reveal the terms of this Agreement to any competitor of Employer as described in this Agreement, in the event such employment relationship begins. Employer is hereby authorized to reveal the terms of this Agreement to any future employer or prospective employer of employee.

8. Post-Termination Reaffirmation of Obligations

Regardless of how employment is terminated, the provisions of this Agreement remain in full force and effect as provided in each of those sections. When Employee's employment with the Employer ends, Employee will, if requested by the Employer, reaffirm his/her obligations described in this Agreement, including his/her understanding of the importance of keeping the Employer's Confidential Information confidential.

9. Judicial Review

In the event that a court of competent jurisdiction determines that any part of this Agreement is unenforceable by reason that it extends for too great a period of time, restricts Employee too broadly as to future employment or as to information he/she may divulge to third parties, the parties expressly agree that this Agreement shall be interpreted and enforced by the court to the extent that it is reasonable by substituting reasonable terms for the applicable provisions in this Agreement.

10. No Estoppel or Waiver

The parties agree that the legal doctrines of estoppel and waiver, based on any alleged failure by Employer to enforce all or any part of a similar Agreement with any other party, shall not be asserted by Employee to avoid the requirements of this Agreement. No waiver by the Employer of any condition or of any breach of any term or covenant contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term or covenant.

11. Notices

Any notice, request, instruction or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given, (a) when received if given in person or by courier or a courier service, (b) on the date of transmission if sent by telex,

facsimile or other wire transmission, or (c) three (3) business days after being deposited in the U.S. mail, certified or registered mail, postage prepaid:

(a) If to the Employer:

Lyle A. Detterman
President
Northern Electrical Testing, Inc.
1991 Woodslee
Troy, MI 48083-2236

(b) If to the Employee:

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

12. Headings and Interpretation

The headings preceding the text of the sections included in this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement. Underscored references to sections or subsections shall refer to those portions of this Agreement.

13. Applicable Law

This Agreement shall be governed by, construed, applied and enforced in accordance with the laws of the State of Michigan. Employee and the Employer agree that any action or proceeding to enforce or arising out of this Agreement may be commenced in the Courts of the State of Michigan. The Employee consents to the personal jurisdiction of the courts of Michigan, and agrees that venue will be proper in the Oakland County Circuit Court or the Federal Court for the Eastern District of Michigan, Southern Division. The Employee waives personal service of process and agrees that a summons and complaint commencing an action or proceeding shall be properly served and shall confer personal jurisdiction if served by registered or certified mail to the Employee at the address set forth above, or as otherwise provided by the laws of the State of Michigan, as applicable, or the United States.

The choice of forum set forth in this Section 13 shall not be deemed to preclude the enforcement of any judgment obtained in such forum or the taking of any action under this Agreement to enforce same in any other appropriate jurisdiction.

14. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that no assignment of any rights or obligations shall be made by either party hereto without the prior written consent of the other party hereto, except in the case of the Employer, its assignment to any Affiliate of the Employer in connection with a merger or other reorganization of the Employer and/or any Affiliate(s) of the Employer.

15. No Third Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto and their respective successors or permitted assigns. No provision of this Agreement shall be deemed to confer upon other third parties any remedy, claim, liability, reimbursement, cause of action or other right, except in the case of affiliates of the Employer, as contemplated by the preceding sentence.

16. Miscellaneous

- a. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and Agreement.
- b. Each paragraph of this Agreement or portion thereof shall be treated as severable, to the end that if any paragraph or portion thereof shall be declared illegal, invalid or unenforceable, this Agreement shall be interpreted so that part only is invalid, without invalidating the remainder of this Agreement, which shall remain in full force and effect as though such paragraph or portion thereof had never been contained in this Agreement, and the affected part shall be interpreted, consistent with the law, to carry out the intent of the parties.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above written.

Applicant/Employee Name [Print]

Applicant/Employee Signature

Applicant/Employee Address

NORTHERN ELECTRICAL TESTING, INC.

By: _____

Lyle A. Detterman
Its: President