



## Employee Confidentiality and Non-Solicitation Agreement

As a condition of my employment with Quintiles Transnational Corp. or any of its subsidiaries or related entities (the "Company"), I agree to this Employee Confidentiality Agreement ("Agreement") as follows:

I acknowledge that I will receive and have access to Confidential Information of the Company, and its clients and business associates (collectively, "Third Parties"). Except in the performance of services for the Company, I will not, at any time, directly or indirectly, disclose, reproduce, reverse engineer, decompile, disassemble or transfer, in whole or in part, any Confidential Information. As used herein, "Confidential Information" means any information, including but not limited to, trade secrets, proposals, manuals, SOPs, work in process, customer files, contracts, data, research materials, formulas, processes, financial data, and financial plans relating to the business or affairs of the Company or any Third Parties, including information received by the Company pursuant to a confidentiality agreement with Third Parties. The term "Confidential Information" shall not include information which is or later becomes available to the general public through no fault of mine.

I agree to refrain from referring to specific clients and their projects in discussions with people, including employees of the Company and employees of Third Parties, not directly associated with any such project. I agree to return to the Company, upon request by the Company, any Confidential Information and all materials relating thereto. Upon the termination of my employment for any reason, I agree to (i) deliver to the Company all records, memoranda, data, documents, and other property of any description which refer or relate in any way to Confidential Information, including all copies thereof; and to return to the Company any of its property which may then be in my possession or under my control, whether an original or copy; (ii) bring all such records, files, and other materials up to date before returning them; and (iii) fully cooperate with the Company in completing my work and transferring the work to other individuals designated by the Company.

I also agree not to bring or use while employed by the Company any Confidential Information of any other entity or person, unless properly authorized by the owner of the Confidential Information.

I agree to protect the confidentiality and security of any password, pass code, device or token used by me to access and utilize the Company's computerized systems, programs or instruments. I agree not to share or reveal my password, pass code, device or token with any other person. I also agree to protect the confidentiality and security of my unique electronic signature (generally, a combination of a personal User Identification and password used by me to sign, review, or approve records in electronic format). I further acknowledge that execution of my electronic signature is the legally binding equivalent of my handwritten signature on a paper document.

I also agree that I will not, for a period of six months after termination of employment, offer employment to or otherwise solicit for employment any employee or other person who had been employed by the Company or its Affiliates during the last year of my employment with the company. However, if I have agreed to a more restrictive non-solicitation covenant in another agreement with the Company, that covenant will control.

The provisions of this Agreement will in no way act to diminish my obligations to the Company under any other agreement or agreements related to confidentiality or work product previously executed by me or which I may execute in the future or simultaneously with this Agreement.

The provisions of this Agreement are severable and if any shall be found unreasonable or invalid by a court of law, such finding shall not affect the validity of any of the remaining provisions.

This Agreement applies from the time of the beginning of my service with the Company and continues following termination of my employment. It does not create or obligate either party to any period of employment and, in the absence of a written employment contract, my employment shall be "at will".

The terms of the Agreement may not be altered, waived, or modified except by express written amendment, signed by me and an authorized representative of the Company.

I acknowledge that the remedy at law for any breach of this Agreement by me will be irreparable, and the Company shall also be entitled to injunctive or equitable relief, and the Company's related costs and attorney fees.

ACCEPTED AND AGREED:

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Employee Signature

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Employee Name (please print)

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Date

**Author:** Carol Logue-Harrold  
**Date:** 15 SEP 2006, 8:07 AM