**Non-Compete Agreement**

For good consideration and as an inducement for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **("Company")** to employ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **("Employee")**, the undersigned parties agree to the following terms and conditions of this Employee Non-Compete Agreement (the **"Agreement"**):

1. **Non-Competition**.

(a) Duration & Prohibited Activities. Employee agrees that while employed by the Company, and for a period of \_\_\_\_\_\_\_ consecutive months following the conclusion of Employee’s employment for any reason, Employee will not, directly or indirectly, individually or through an entity, as an owner, part owner, partner, employee, agent or otherwise:

(i) Provide to a Competitive Enterprise the same or similar services that Employee performed during his/her employment with the Company. A "Competitive Enterprise" means (1) any business that provides \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [**insert a brief descriptor of the main category of the Company’s products or services, e.g., *"accounting software solutions***"], (2) any business that provides services or engages in any other business activities similar to any of those provided or engaged in by the Company now or in the future, (3) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [**insert the specific name(s) of the Company's most significant competitor(s) with whom Employee might otherwise be tempted to seek employment or be recruited**]; or

(ii) Sell, attempt to sell, or directly or indirectly assist in the effort of anyone else who sells or attempts to sell, any products or services that are competitive with any products or services offered by the Company and for which Employee gained knowledge of during Employee’s employment by the Company; or

(iii) Act in any capacity for another entity or engage in any conduct if in such capacity or due to such conduct Employee would inevitably use and/or disclose any of Company’s trade secrets or confidential information; or

(iv) Interfere with, disrupt or attempt to interfere with or disrupt relations between the Company and any of its customers, employees, consultants, suppliers or vendors; or

(v) Own more than 5% of a Competitive Enterprise.

(b) Geographic Scope. Because of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [**characterize here the geographic scope of the Company’s market, e.g., "local", "regional", "state-wide", or "global"**] nature of the Company’s business, it is agreed that the restrictions set forth in paragraph 1 shall apply in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [**depending on the geographic scope, insert the name of the city, state, region, or country**] and geographic regions that Employee worked in and was responsible for while employed by the Company, and any other geographic area (country, province, state, city or other political subdivision) in which the Company is engaged in, or was developing plans to engage in, business or is otherwise selling products or services at the time Employee ceased working.

2.**Non-Disclosure of Confidential & Proprietary Information**.

Employee agrees, while employed by the Company and at all times thereafter (regardless of the reason for termination), as follows:

(a) Confidential Information. The Employee shall take all steps reasonably necessary to hold the Company’s proprietary information in trust and confidence, will not use proprietary information in any manner or for any purpose except in connection with the performance of the Employee’s services to the Company, and will not (other than in the performance of the services to the Company as herein contemplated) disclose any such proprietary information to any third party without first obtaining the Company’s express written consent on a case-by-case basis.

(b) Third Party Information. Third parties have provided the Company with confidential or proprietary information and may do so in the future. The Company has a duty to safeguard the confidentiality of such information and use it only for authorized purposes. Employee agrees to use such information only in a manner consistent with the Company’s duties and the Employee’s authorized scope of responsibility, to hold such information in strict confidence, and not to disclose the information to anyone (other than authorized personnel within the Company), unless authorized in writing by an officer of the Company.

(d) Exceptions. Employee will hold the terms of this Agreement in strict confidence, subject to the following exceptions:

(i) Employee may disclose this Agreement to his or her immediate family, attorney, accountant, auditor, tax preparer, and financial advisor, provided that such disclosure is made in confidence; and

(ii) Employee may disclose this Agreement to the extent that a disclosure may be required by law. Nothing in this Agreement shall deny or limit the Employee’s right to discuss the terms and conditions of his or her employment with the Equal Employment Opportunity Commission; the United States Department of Labor; the National Labor Relations Board; or any federal, state, or local government agency or entity to the extent expressly permitted by Section 7 of the National Labor Relations Act.

3. **Severability**. The finding by a court of competent jurisdiction of the unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid or illegal. Such court shall have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision which most accurately represents the parties’ intention with respect to the invalid or unenforceable term or provision. If any one or more of the provisions contained in this Agreement is for any reason held to be excessively broad as to duration, geographic scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

4. **Governing Law, Jurisdiction, and Venue**. The terms of this Agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this Agreement or arising out of, related to, or in any way connected with, this Agreement, the Employee’s employment with the Company or any other relationship between the Employee and the Company will be governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [**insert the name of the state in which the Company is based, or other desired state**], excluding laws relating to conflicts or choice of law. In any action between the parties arising out of or relating to any such disputes, each of the parties irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the state and federal courts located in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [**insert the name of the state in which the Company is based, or other desired state**].

5. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

Signed this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Employee’s Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Printed Name**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Company Representative’s Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Printed Name**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Position/Title**