**Non-Disclosure/Non-Compete Agreement**

As a prerequisite of, and as consideration for employment as a \_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, you are required to understand and accept the terms and conditions set forth in this EMPLOYEE NON-DISCLOSURE/NON-COMPETE AGREEMENT (the “Agreement”). This Agreement is enforceable during your tenure, and regardless of the reason for your separation, for an additional one (1) calendar year beyond the termination of employment.

 It is not the intent of this Agreement to discourage employees from pursuing their own business interests, but to protect \_\_\_\_\_\_\_\_, from losing its earned market share, its customer base, and its employees, thereby protecting the security of the Company and other Company employees. Accordingly, in signing this Agreement, you agree that upon your separation from employment, for a period of one (1) year, you will not compete with the Company by starting or buying, directly or indirectly, a competing business or by working as an employee, agent, or contractor, directly or indirectly, with a competing business. Further, you agree that you will not perform any work for or solicit any work from any customer or potential customer with whom you worked while an employee of \_\_\_\_\_\_\_\_\_\_\_\_\_. This agreement shall apply to any directly or indirectly competing business located within 75 miles of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ location at which you have primarily worked during the final year of your employment with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. You also agree that you are expressly prohibited from attempting, either through your own efforts or through a third party, from hiring any other employee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or from convincing any employee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to resign his or her employment.

 You further agree that during the course of your employment and thereafter, you will not disclose to anyone (except to the extent reasonably necessary for the Employee to perform his duties hereunder or as may be required by law) any Confidential Information concerning the business or affairs of \_\_\_\_\_\_\_\_\_\_\_\_\_\_. Confidential Information includes, but is not limited to lists of customers, records relating to customers, business plans, business negotiations, market information, financial and cost information, pricing information, price sheets, sales proposals, maintenance agreements, sales strategies, and scientific and technical information (whether belonging to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or entrusted to the Company by a third party), which you acquire during the course of, or incident to the performance of your duties. You are not prohibited from disclosing information which is available to the public or which is a matter of general business knowledge or experience.

 In the event that you violate the terms and conditions of this Agreement, you agree that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be entitled to an injunction restraining you from either competing against the Company in violation of this Agreement or from disclosing Confidential Information. Nothing in this Agreement shall be construed as preventing the Company from seeking any other legal remedy for such breach or threatened breach. You further acknowledge that the damage that will be caused to \_\_\_\_\_\_\_\_\_\_ from a breach or threatened breach will be difficult to quantify, and you understand that a fair and appropriate measure of liquidated damages is the sum of $50,000.00. You further understand that you will be responsible for all legal fees and costs incurred by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in enforcing the terms of this EMPLOYEE NON-DISCLOSURE/NON-COMPETE AGREEMENT. The Company’s delay or failure to exercise any right or to pursue any remedy will not impair any such right or remedy or be construed as a waiver to the Agreement.

 By signing this Agreement, you understand that you are not guaranteed future employment, and that your employment status will be “at will.” You further acknowledge that if any provision of this Agreement is deemed invalid, the provision shall be modified to eliminate any invalid element. The invalidity of any provision of this Agreement shall not affect the force and effect of the remaining provisions. This Agreement shall be governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_.

 I understand the terms and conditions presented herein and agree to accept them as a condition of my employment as a \_\_\_\_\_\_\_\_\_\_\_\_\_ with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

ACCEPTED AND AGREED TO:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Printed Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Date)