

NEW EMPLOYEE AGREEMENT

I, _____ (“Employee”), in consideration of my being employed by _____ (the “Company”), in addition to other good and adequate consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby agree and covenant to be bound to the following provisions:

A) COMPETITION

Upon the termination of Employee’s employment, and notwithstanding the cause of any such termination, Employee shall not compete with the business of the Company or its successors or assigns and shall not directly or indirectly, as an owner, officer, director, employee, consultant, or stockholder, engage in the business of _____ or any form of business which is substantially similar or, in any way, competitive to the business of the Company.

This covenant to not compete with the Company shall extend only for a radius of _____ miles from the present location of the Company, and shall be in full force and effect for _____ years, commencing with the last date of my employment with the Company.

B) SOLICITATION OF ACCOUNTS (very fact-specific language is required here)

C) CONFIDENTIALITY

Employee acknowledges and agrees that, during the term of this Agreement, it will be given access to and may be directly provided with and receive, information, documents and materials of a confidential and proprietary nature to Company which it would not have received in the absence of this Agreement , including, without limitation, customer and prospective customer lists, pricing information, financial information about Company or its customers or marketing techniques (collectively "Confidential Information"). Employee further acknowledges and agrees that the Confidential Information is an asset of Company, is of a confidential nature and not generally known to the trade, and, in order to protect and preserve the goodwill of Company, the Confidential Information must be kept strictly confidential and may

used only in the conduct of Company's business from time to time. Employee covenants and agrees it will not, without the prior written consent of Company, use for his or her own benefit or disclose to any person or entity any of the Confidential Information and shall remain liable for any and all damages in any way related to Employee's breach of this covenant of confidentiality, including any attorney's fees and costs of any action to enforce the terms of this agreement.

Signed and sealed this _____ day of _____, 20__.

Employee

WITNESSES:
