ARIZONA NON-COMPETE AGREEMENT

This Non-Compete (the "Agreement") is made as of this _____ day of _____, 20_____, (the "Effective Date") by and between _____ ("Company"), located at _____, and _____ ("Employee"), residing at _____.

(Check one)

☐ Employee is presently serving as _____ [Position].

☐ Employee will be serving as _____ [Position].

Employee may have access to or may generate or otherwise come into contact with proprietary and/or confidential information of the Company or the Company's clients. The Company wishes to enter into a non-compete agreement in the event Employee terminates his employment. In consideration of the promises and mutual covenants herein, the parties agree as follows:

1. **Employee Covenants.** In consideration of continued employment with the Company, Employee covenants that during their employment with the Company and for a period of _____ (Check one) ☐ months ☐ years or the longest period of time allowed by state law, whichever is shorter, after said employment is ended for any reason, including but not limited to the termination of their employment due to inadequate performance or resignation, to:

   a. not engage in, own, control, or be employed by any firm or corporation that is engaged in a venture or business substantially similar to or in competition with the Company;

   b. Employee shall not induce, directly or indirectly, any other employees of the Company to terminate their employment;

   c. Employee shall not solicit the business of any client of the Company.

2. **Confidentiality Agreement.** (Check one)

   ☐ Employee shall not, without written consent, share or use any information relating to the Company that has not been previously publicly released including but not limited to patent and patent applications; trade secrets; proprietary and confidential information, designs, inventions, research, development, design details and specifications, engineering, and all related documentation; financial information, financial plans, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the Company provides regarding third parties; and any and all other information that Employee knew, or reasonably should have known, was confidential.

   ☐ Not applicable.

3. **Injunctive Relief.** Employee acknowledges that disclosure of any confidential information or beach of any of the noncompetitive covenants will give rise to irreparable injury to the Company. Employee acknowledges that such injuries are not adequately compensable by damages and that

injunctive relief against such breach is available as a legal remedy. Employee agrees that the covenants herein are necessary for the protection of the Company's legitimate business interests.

4. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

5. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

6. **Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of _____, not including its conflicts of law provisions.

7. **Dispute Resolution.** (Check one)

    ☐ **Court Litigation.** Any suit involving any dispute or matter arising under this Agreement may only be brought in a United States District Court located in the State of _____ or any State Court in _____ [State] having jurisdiction over the subject matter of the dispute or matter. All parties hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding. All parties waive, to the maximum extent permitted by law, any right to trial by jury in connection with any action or proceeding relating to this Agreement.

    ☐ **Arbitration.** Any dispute arising out of or related to this Agreement that the parties are unable to resolve by themselves shall be settled by arbitration in the State of _____ in accordance with the rules of the American Arbitration Association. The written decision of the arbitrator(s), as applicable, shall be final and binding. Judgment on a monetary award or enforcement of injunctive or specific performance relief granted by the arbitrator(s) may be entered in any court having jurisdiction over the matter.

8. **Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

9. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes and cancels all prior agreements of the parties, whether oral or written, with respect to such subject matter.

10. **Amendment.** This Agreement may be amended or modified only by a written agreement signed by all of the parties.

11. **Notices.** Any notice or other communication given or made to any party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that parties may subsequently designate by notice and shall be deemed given on the date of delivery.

12. **Waiver.** No party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Partner of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

_____
Company Representative Signature

_____
Company Representative Name and Title

_____
Employee Signature

_____
Employee Name