

State of _____

INDEPENDENT CONTRACTOR 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 _____ ("Independent Contractor"), residing at _____.

Independent Contractor is presently will be serving as an independent contractor pursuant to the terms and conditions of that certain Independent Contractor Agreement executed between the Parties on the _____ day of _____, 20_____, (the "Independent Contractor Agreement").

In connection with the Independent Contractor's duties under the Independent Contractor Agreement, Independent Contractor 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 Independent Contractor terminates their engagement. In consideration of the promises and mutual covenants herein, the parties agree as follows:

- 1. Independent Contractor Covenants.** In consideration of continued engagement with the Company, Independent Contractor covenants that during their engagement 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 engagement is ended for any reason, including but not limited to the termination of their engagement 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. Independent Contractor shall not induce, directly or indirectly, any other employees or independent contractors of the Company to terminate their engagement;
 - c. Independent Contractor shall not solicit the business of any client of the Company.

2. Confidentiality Agreement. (Check one)

Independent Contractor 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, Independent Contractors, 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 Independent Contractor knew, or reasonably should have known, was confidential.

Not applicable.



- 3. Injunctive Relief.** Independent Contractor acknowledges that disclosure of any confidential information or breach of any of the noncompetitive covenants will give rise to irreparable injury to the Company. Independent Contractor acknowledges that such injuries are not adequately compensable by damages and that injunctive relief against such breach is available as a legal remedy. Independent Contractor 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

Independent Contractor Signature

Independent Contractor Name

