

EMPLOYEE NON-COMPETE AGREEMENT

The undersigned employee agrees that neither directly nor indirectly, will he/she compete with, or engage in any competing activities against, the business of XXXXXXXXX Inc (The Company) during the term of his/her employment and for a period of one (1) year from the final day of employment, notwithstanding the cause or reason of the termination.

This Non-Compete Agreement shall mean that the employee will not own, manage, operate, consult or be employed in a business substantially similar to, or competitive with, the present business of The Company, or such other business activity in which The Company may substantially engage during the term of that employment.

With this understanding, The Company will or may, in relying on this agreement, provide the employee with proprietary information and items, trade secrets, customer information and other confidential materials or information. The employee agrees to retain this information as confidential and not to use it for his/her own behalf or to disclose it to any third party.

This Non-Compete agreement shall extend for a radius of 50 miles from the center of the city of XXXXXXXXX and will remain in effect throughout the term of his/her employment and for a period of 12 months after the final day of employment.

Nothing in this agreement is to be interpreted as a contract of employment or in any way a waiver of the Employment at Will statute for either party.

The undersigned both agree that the sum of _____ will be paid to the employee as inducement and full consideration for this agreement.

SIGNED

The Company

Employee

Date _____

Date _____