

Non-Competition and Non-Solicitation Agreement

1. **Defined Business** –Employer is in the business of helping public and private companies achieve and maintain compliance with _____. This description represents the “defined business” of the Firm.

2. **Non-Competition** - For a period of one year commencing on [DATE], whether in his own capacity or in the capacity of employee, Employee , agrees, whether in agent, consultant, contractor, director, or in any other capacity, that he will not compete in the same market as Employer (“the covenant not to compete”). For purposes of the covenant not to compete, the term “in the same market as Employer” shall mean “helping public and private companies achieve and maintain compliance with _____.” However, nothing in this paragraph shall preclude employee from working for any other person or entity in the same market as Employer, provided that employee does not himself or on behalf of any other person or entity work in the same market as Employer. The conduct prohibited by the covenant not to compete is prohibited in any city, county, district, territory, or market in any state in which Employer is selling, soliciting, marketing, or providing services or products as of the Effective Date of this Agreement. Employee expressly agrees that such a prohibition is reasonable and that this covenant is supported by adequate consideration.

The parties hereto covenant and agree that to the extent any provisions or portion of this paragraph 2 shall be held, found or deemed to be unreasonable, unlawful or unenforceable, then the parties hereto expressly covenant and agree that any such provision or portion thereof shall be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by applicable law and that any court of competent jurisdiction shall, and the parties hereto do hereby expressly authorize any court of competent jurisdiction to, enforce any such provision or portion thereof or to modify any such provision or portion thereof in order that any such provision or portion thereof shall be enforced by such court to the fullest extent permitted by applicable law.

3. **Confidentially** - Employee shall not, for a period of one year subsequent to [DATE], for any reason, disclose to any person or entity, other than in the discharge of your contractual duties to the Firm, or as required by law, any information concerning (a) the business operations or internal structure of the Firm; (b) the clients of the Firm; (c) employee’s work performed for any client of the Firm; or (d) any method or procedure relating or pertaining to projects