

MASSACHUSETTS NON-COMPETE AGREEMENT

1. Purpose

This agreement, when countersigned below, shall constitute an agreement regarding certain confidential and proprietary information and trade secrets (“Confidential Information”) relating to the business of _____ hereinafter referred to as the “Company” and _____ hereinafter referred to as the “Recipient” (collectively referred to as the “Parties”), as of the date executed by the Company (the “Effective Date”).

Recipient shall strictly maintain the confidentiality of the Proprietary Information. Proprietary information may be shared between the Parties for use in scoping, estimating, and completing projects as well as for the everyday business practices for the Company and its clients/customers.

2. Non-Compete/Disclosure

During the tenure of the Recipient with the Company and the Time Period stated in Section 3 the Recipient shall not:

(Check All that Apply)

- **Business Practices** - Provide the same or similar industry products, services, or engage in any other way representation of any other business of a similar nature to the business of the Company without written consent. It is understood that the Recipient will be representing the Company exclusively during their tenure unless written notice has been provided from either of the Parties.

- **Clients/Customers** - Directly or indirectly engage in any similar business practice of the Company while being in contact with the Company’s current or former clients. Nor shall the Recipient solicit any client of the Company for the benefit of a third party that is engaged in a similar business to that of the Company.

- **General Competitor(s)** - Engage in business activity, whether paid or non-paid, with a competitor of the Company that provides a similar product or service.

- **Specific Competitor(s)** - Engage in business activity, whether paid or non-paid, with the following business(es) or individual(s): _____

- **Employees** - Hire, work alongside, or partner with any current employees, sales staff, or former employees or sales staff of Company.

3. Time Period

Recipient warrants and guarantees for the _____ period following the:

(Check One)

- Effective Date of this agreement.

- Termination of the Recipient's employment and/or business with the Company.

4. Purchase Option

(Check One)

- The Company shall allow the Recipient to void this agreement at any time and release all liability in connection with this agreement by payment to the Company in the amount of _____ US Dollars (\$_____).

- The Company does not allow the Recipient to be released of liability from this agreement for any monetary amount or reason whatsoever.

5. Jurisdiction

The jurisdiction of this agreement shall cover the areas of _____.

6. Confidential Information

As used herein "Confidential Information" shall mean any and all technical and non-technical information provided by the Company, including but not limited to: data or other proprietary information relating to products, inventions, plans, methods, processes, know-how, developmental or experimental work, computer programs, databases, authorship, customer lists (including the names, buying habits or practices of any clients), the names of vendors or suppliers, marketing methods, reports, analyses, business plans, financial information, statistical information, or any other subject matter pertaining to any business of the Company or any its respective clients, consultants, or licensees that is disclosed to the Recipient under the terms of this Agreement.

7. Permitted Disclosure

Confidential Information does not include information which:

- (i) Has become generally known to the public through no wrongful act by the Recipient;

- (ii) Has been rightfully received by Recipient from a third party without restriction on disclosure and without breach of an obligation of confidentiality running either directly or indirectly to the Recipient;
- (iii) Has been approved for release to the general public by written authorization of the Company;
- (iv) Has been disclosed pursuant to the requirement of a governmental agency or a court of law without similar restrictions or other protections against public disclosure; or,
- (v) Has been independently developed by the Recipient without use, directly or indirectly of the Company's Confidential Information.

8. Confidentiality

Recipient acknowledges that it will have access to the Company's Confidential Information and agrees that it shall not directly or indirectly divulge, disclose or communicate any of the Confidential Information to any third party, except as may be required in the course of any formal business association or dealings with the Company and in any event, only with the prior written approval of the Company. The Recipient acknowledges that no license of the Confidential Information, by implication or otherwise, is granted to the Recipient by reason of this Agreement. Additionally, the Recipient acknowledges that it may only use the Confidential Information in connection with its business dealings with the Company and for no other purpose without the prior written consent of the Company. The Recipient further agrees that all Confidential Information, including without limitation any documents, files, reports, notebooks, samples, lists, correspondence, software, or other written or graphic records provided by the Company or produced using the Company's Confidential Information, will be held strictly confidential and returned upon request to the Company. The term of this Agreement will be ongoing as long as the Parties are working together in any formal capacity. The conditions of this Agreement shall survive the termination of this Agreement.

9. Consultants and Employees Bound

Recipient agrees to disclose the Confidential Information to any agents, affiliates, directors, officers or any other employees (collectively, the "Employees") solely on a need-to-know basis and represents that such Employees have signed appropriate non-disclosure agreements or taken appropriate measures imposing on such Employees a duty to third parties (1) to hold any third party proprietary information received by such Employees in the strictest confidence, (2) not to disclose such third party Confidential Information to any other third party, and (3) not to use such Confidential Information for the benefit of anyone other than to whom it belongs, without the prior express written authorization of the Company.

10. Return of Materials

Upon termination or expiration of the Agreement, or upon written request of the Company, the Recipient shall promptly return to the Company all documents and other tangible materials representing the Company's Confidential Information and

all copies thereof. The Company shall notify immediately the Recipient upon discovery of any loss or unauthorized disclosure of the Confidential Information.

11. Remedies

Should the Recipient breach any of the provisions of this Agreement by unauthorized use, or by disclosure of the Confidential Information to any unauthorized third party to the Company's detriment or damage, the Recipient agrees to reimburse the Company for any loss or expense incurred by the Company as a result of such use or unauthorized disclosure or attempted disclosure, including without limitation court costs and reasonable attorney's fees incurred by the Company in enforcing the provisions hereof. Recipient further agrees that any unauthorized use of or disclosure of the Confidential Information will result in irreparable damage to the Company and that the Company shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or preliminary injunction against such unauthorized use or disclosure by the Recipient without the need to post a bond. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or equity.

12. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts without reference to its conflicts of laws principles. Any disputes arising from or related to the subject matter of this Agreement shall be heard in a court of appropriate jurisdiction of the Company's principal office and the parties hereby consent to the personal jurisdiction and venue of these courts. If any provisions of this Agreement or its applications is held to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of any other provisions and applications herein shall not in any way be affected or impaired.

13. Entire Agreement

This Agreement represents the entire agreement of the parties and may only be modified by signature by both parties hereto.

In Witness Whereof, the parties hereto have agreed and signed this Non-Compete/Non-Disclosure Agreement to be on the ___ day of _____, 20__.

The Company

Recipient

Signature

Signature

Print Name and Title

Print Name

Date

Date

