

Employee Non-Compete Agreement

THIS EMPLOYEE NON-COMPETE AGREEMENT ("Agreement") is made as of _____, by and between _____ ("Employer") and _____ ("Employee").

Employee desires to give, and Employer desires to receive from Employee, a covenant not to engage, either directly or indirectly, in competition with, or to solicit any customer, client, or account of, Employer.

The Employer and Employee desire to set forth in writing the terms and conditions of their agreements and understandings.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Covenants Against Competition.

Employee acknowledges that the services to be rendered to Employer have a significant and material value to Employer, the loss of which cannot adequately be compensated by damages alone. In view of the significant and material value to Employer of the services of Employee for which Employer has employed Employee; and the confidential information obtained by or disclosed to Employee as an employee of Employer; and as a material inducement to Employer to employ Employee and to pay to Employee compensation for such services to be rendered for Employer by Employee (it being understood and agreed by the parties hereto that such non-competition shall also be paid for and received in consideration hereof), Employee covenants and agrees as follows:

A. During Employee's employment by Employer and for a period of **three years** after Employee ceases to be employed by Employer, Employee shall not within **sixty miles** directly or indirectly, either for Employee's own account or as a partner, shareholder (other than shares regularly traded in a recognized market), officer, employee, agent or otherwise, be employed by, connected with, participate in, consult or otherwise associate with any other business, enterprise or venture that is the same as, similar to or competitive with Employer. By way of example, and not as a limitation, the foregoing shall preclude Employee from soliciting business or sales from, or attempting to convert to other sellers or providers of the same or similar products or services as provided by Employer, any customer, client or account of Employer with which Employee has had any contact during the term of employment.

B. During employment and for a period of **three years** thereafter, Employee shall not, directly or indirectly, solicit for employment or employ any employee of Employer.

C. During employment, and thereafter for three years, Employee shall not disclose to anyone any Confidential Information. For the purposes of this Agreement, "Confidential Information" shall include any of Employer's confidential, proprietary or trade secret information that is disclosed to Employee or Employee otherwise learns in the course of employment such as, but not limited to, business plans, customer lists, financial statements, software diagrams, flow charts and product plans. Confidential Information shall not include any information which; (i) is or becomes publicly available through no act of Employee, (ii) is rightfully received by Employee from a third party without restrictions; or (iii) is independently developed by Employee.

2. At Will.

Employee acknowledges that Employee's employment is "at will", subject to applicable law, and that

Employee Non-Compete Agreement

either Employer or Employee may terminate employment at any time, with or without notice, for any reason or no reason whatsoever. Nothing in this Agreement shall constitute a promise of employment for any particular duration or rate of pay.

3. Accounting for Profits.

Employee covenants and agrees that, if Employee shall violate any covenants or agreements in Section 1 hereof, Employer shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or benefits which Employee directly or indirectly has realized and/or may realize as a result of, growing out of or in connection with any such violation; such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which Employer is or may be entitled at law or in equity or under this Agreement.

4. Reasonableness of Restrictions.

A. Employee has carefully read and considered the provisions of Section 1 hereof and, having done so, agrees that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Employer, its officers, directors, shareholders and other employees.

B. In the event that, notwithstanding the foregoing, any part of the covenants set forth in Section 1 hereof shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. In the event that any provision of Section 1 relating to time period and/or areas of restriction shall be declared by a court of competent jurisdiction to exceed the maximum time period or areas such court deems reasonable and enforceable, the agreed upon time period and/or areas of restriction shall be deemed to become and thereafter be the maximum time period and/or areas which such court deems reasonable and enforceable.

5. Burden and Benefit.

This Agreement shall be binding upon, and shall inure to the benefit of, Employer and Employee, and their respective heirs, personal and legal representatives, successors and assigns.

6. Governing Law.

Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Wisconsin.

7. Severability.

The provisions of this Agreement (including particularly, but not limited to, the provisions of Section 1 hereof) shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

8. Employer.

As used herein, the term "Employer" shall include any corporation which is at any time a parent or subsidiary of Employer.

9. Notices.

Any notice required to be or otherwise given hereunder shall be sufficient if in writing, and sent by certified or registered mail, return receipt requested, first-class postage prepaid, as follows:

Employee Non-Compete Agreement

If to Employer:

If to Employee:

or to such other address designated by either party following notice to the other.

10. Entire Agreement.

This Agreement contains the entire agreement and understanding by and between Employer and Employee with respect to the covenant against competition herein referred to, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound.

11. No Waiver.

No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced; moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or will be deemed a valid waiver of such provision at any other time.

12. Headings.

The headings used herein are for the convenience of the parties only and shall not be used to define, enlarge or limit any term of this Agreement.

IN WITNESS WHEREOF, Employer and Employee have duly executed this Agreement under seal as of the day and year first above written.

_____ (the "Company") has established these General Rules of Conduct applicable to all employees. Other more specific rules may be enacted by the Company from time to time concerning more specific issues and areas of operation.

Clearly defined rules of conduct are necessary for the orderly operation of every company. Employees have a right to know what is expected of them. Each employee must familiarize himself or herself with all Company rules and regulations pertaining to their positions and duties.

The Company requires that each employee faithfully abide by these rules and regulations.

Employee Non-Compete Agreement

The following are rules of conduct of general application and are supplemented by local and departmental regulations which must also be observed. These rules may be modified at any time.

1. Employees shall maintain a presentable appearance at all times while on duty and shall wear clothing appropriate to their duties. Attention to good grooming and neatness is mandatory.
2. All governmental, building and Company smoking regulations shall be observed.
3. Reporting to work under the influence of liquor or drugs or the unauthorized introduction, possession or use of liquor or drugs on Company premises is prohibited.
4. Violence, fighting, horseplay, and other inappropriate conduct is prohibited.
5. Neglect of duty and insubordination will not be tolerated.
6. Smoking of any kind on Company premises will not be tolerated.
7. No employee shall engage in outside employment that is detrimental to the Company's interest or where such work is competitive or in conflict with the Company's interest. Employment outside the Company must be reported to the employee's supervisor.
8. Employees shall not reveal information in Company records to unauthorized persons. Employees shall not publish or broadcast material in which the Company is identified or Employee's connection with the Company is expressed or implied without first submitting such material to the appropriate Company officials for review and approval.
9. No employee shall knowingly submit inaccurate or untruthful information for, or on, any Company record, report or document.
10. Employees must avoid tardiness, absence, and departure from work early without the permission of their supervisors. Employees must observe time limitations on rest and meal periods. Every employee shall notify his or her supervisor or specified contact of an anticipated absence or lateness in accordance with Company and departmental procedures. Sleeping or loafing on the job is prohibited.
11. Employees shall not use Company equipment, materials or facilities for personal purposes.
12. No employee shall be on or about Company property soliciting funds or services, selling tickets, distributing petitions or literature for any purpose (except as otherwise provided by law) at any time without the prior consent of supervisor.
13. All duties shall be performed in a professional and workmanlike manner both with regard to the specific conduct of work assignments and as such activities affect one's relationship with others. In the latter instance, harassment for reasons related to sex, color, race, religion, national origin, age or handicap is strictly prohibited.
14. Every employee will comply with safety regulations and procedures.
15. Every employee has a duty to protect and safeguard Company property and the property of customers and employees, and no employee shall occupy, use or operate any Company property without prior authorization.
16. No employee shall be in unauthorized possession of any property of the Company, its customers or employees or attempt to remove such property from Company premises.
17. Employees shall not bring their own or any other minor children to their place of work or elsewhere on Company premises during the employee's working hours when such accompaniment might interfere with the discharge of the employee's duties and responsibilities.
18. No employee shall be in possession of firearms (licensed or unlicensed) or other weapons while on Company premises. The rule applies to all knives not required for the performance of job duties.

Violation of any of these regulations may result in disciplinary action ranging from warning to discharge. The measure of discipline should correspond to the gravity of the offense as weighed by its potential effect on the Company as well as the seniority and work record of the employee involved, among other factors.

The Company reserves the right to make inspections of employee lockers, desks, lunch boxes, vehicles

Employee Non-Compete Agreement

and other items of personal property located on Company premises in those instances where there is reason to believe that they contain evidence of a violation of these regulations. Any refusal to cooperate fully in such inspections or searches will be considered a serious form of insubordination.

I acknowledge that I have read, understand and agree to the foregoing General Rules of Conduct and a copy of the rules has been provided to me.

Employee Signature: _____

Date: _____

