

Non-compete Agreement

PREPARED FOR
John Doe

PREPARED BY
SPOTMEE

Non-compete Agreement

This Non-compete Agreement (hereinafter referred to as the **“Agreement”**) is entered into [Effective Date] (hereinafter referred to as the **“Effective Date”**),

By and Between

John Doe (hereinafter referred to as the **“Employee”**), residing at [Employee Address] and;

SPOTMEE (hereinafter referred to as the **“Company”**), with the business address [Company Address].

The Company and the Employee shall hereinafter be collectively referred to as the **“Parties,”** and individually as the **“Party.”**

In consideration of the promises and mutual covenants herein, the parties agree as follows:

TERMS AND CONDITIONS.

1. SCOPE OF AGREEMENT.

The Employee agrees that at no time during the term of their employment with the Company will they engage in any business activity which is competitive with the Company nor work for any company which competes with the Company.

2. TERM OF AGREEMENT.

This Agreement becomes effective on the [Effective Date] and shall remain in effect throughout the Employee's stint with the Company and for a period of 10 years thereafter.

3. COVENANTS.

By entering into this Agreement, the Employee hereby covenants and agrees to each and all of the following:

(a) **Non-solicitation.** During the Non-compete Period, the Employee hereby agrees not to

(i) Employ, either directly or through an affiliate, any current employee of the Company or any individual who was an employee of the Company during the preceding 12 month(s) and;

(ii) Solicit or contact in any manner that could reasonably be construed as a solicitation, either directly or through an affiliate, any employee of the Company for purposes of encouraging such employee to leave or terminate their employment with the Company.

(b) **Non-competition.** As the Employee shall have access to the Company Confidential Information during the term of their employment and during the Non-compete Period, the Employee hereby covenants and agrees not to engage in or receive any financial benefit from any competing business, whether as an employer, proprietor, partner, shareholder, investor, director, officer, employee, consultant, agent or otherwise.

(c) The Employee hereby agrees that the covenants and restrictions in this Section are reasonable in their terms and do not impose any undue hardship on your current or future employment prospects. The Employee further agrees that if the laws applicable to the provisions outlined in this Section should change, or if any court of competent jurisdiction should hold any term or provision of this Section invalid or unenforceable, then that shall be substituted in the place of such changed, invalid, or unenforceable term or provision a new term or provision that most nearly fulfills or promotes the purpose and intention of this Section and is consistent with such law or judicial pronouncement. The consideration under this Agreement is adequate for giving the various undertakings under this, including this Section. No additional consideration is payable now or in the future for the obligations undertaken under this Section.

4. REMEDIES.

The Employee hereby acknowledges

(a) that the Company will suffer irreparable harm if they breach their obligations under this Agreement, and;

(b) that monetary damages will be inadequate to compensate the Company for such a breach.

Therefore, the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions in case of a breach.

5. SEVERABILITY.

The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

6. AMENDMENTS AND COUNTERPARTS.

This Agreement may be modified only by writing executed by both the Employee and the Company.

7. WARRANTIES.

The Employee represents and warrants that by entering into this Agreement, the Employee is not, and shall not be deemed to be, in default or breach of any of his duties or obligations to any person.

8. ENTIRE AGREEMENT.

This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither Party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein.

9. WAIVER.

Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto.

10. GOVERNING LAW.

This Agreement and all disputes and claims arising out of or in connection with this Agreement shall be governed by and construed in accordance with the law of the California. Any disputes or differences arising under, related, or connected with this Agreement shall be subject to the exclusive jurisdiction of the courts in California.

ACCEPTANCE AND SIGNATURE.

IN WITNESS WHEREOF, the Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

John Doe

SPOTMEE

Name:

Name:

Signature:

Signature:

Date:

Date: