



NON-COMPETE AGREEMENT

This CONFIDENTIALITY AND NONCOMPETE AGREEMENT (“Agreement”) is made this _____ day of _____, 20____, by and between 216 Resources Inc., (“216”), and _____ (Company/Contractor).

- 1) Purpose of Agreement: 216 and Company/Contractor recognize the importance to 216 of obtaining Company/Contractor loyalty and protecting 216’s rights with respect to its customers, business information and trade secrets. Accordingly, company/Contractor has entered into this Agreement in consideration of contract bidding/training 216 will provide relating to _____ (Description of agreement), and Confidential Information which 216 will make accessible to Company/Contractor, as described in Paragraph 2 below.
- 2) Confidential Information
 - a. Definition of Confidential Information. The words “Confidential Information,” as used in this Agreement means information which the Company/Contractor learns, develops, or requested to provide pricing in conjunction with a contract during the course of business that derives independent economic value from being not generally known or readily ascertainable by other persons who could obtain economic value from its disclosure or use, and includes, but is not limited to trade secrets, methods of research and testing, customer information potential prospect information, supplier information, financial information, and information relating to such matters as bidding contracts submitted by 216 for pricing, research and development, pricing information, training methods, route maps, software management systems and sales or marketing techniques. Any information disclosed to Company/Contractor or to which company/Contractor has access during the time of Company/Contractor employment that Company/Contractor reasonable considers Confidential Information, or which the 216 treats as Confidential Information, will be presumed Confidential Information.
 - b. Protection of Confidential Information. Company/Contractor agrees not to directly or indirectly use or disclose any Confidential Information for the benefit of anyone other than 216 during the course of Company/Contractor contract/position, or at any time after Contractor ceases to be employed with 216. Company/Contractor recognizes that the Confidential Information constitutes a valuable asset of 216 and hereby agrees to act in such a manner as to prevent its disclosure and use by any person unless such use is for the benefit of 216. Company/Contractor obligations under this paragraph are unconditional and shall not be excused by any conduct on the part of 216, except prior voluntary disclosure by 216 of the information. When Company/Contractor employment with t216 ends, company/Contractor will promptly turn over to 216 all notes, forms, correspondence, memoranda, notebooks, records, files, software, data, tapes, manuals, and all other items that disclose, describe, or embody Confidential Information, including all copies, reproductions, products and specimens, regardless of who prepared them.
- 3) Security. Company/Contractor recognizes and understands that 216 is in the business of contract bidding for B2G and B2B, and that he/she will be given access to documents and information



belonging to 216 or government entities that is highly confidential. Company/Contractor understands and agrees that it is his or duty and obligation to protect the confidential nature of information and documents belonging to 216's customers and not to directly or indirectly, purposefully or unintentionally, reveal such confidential information or engage in conduct that may result in the disclosure of such confidential information. Company/Contractor acknowledges that he or she has read and is familiar with 216's Breach of Security policy ("the Policy") as set forth in 216's Human Resources Manual/documentation, and that he or she is responsible for compliance with the Policy and also for compliance with any changes, deletions, or additions to the Policy as may occur from time to time.

- 4) Noncompetition. Company/Contractor hereby acknowledges that the following provisions of this Noncompetition Agreement are reasonable and necessary for the protection of 216.
 - a. No competing Business. During the term of this Agreement, and for a period of eighteen (18) months after Company/Contractor ceases to be employed with the 216, regardless of the reason for Company/Contractor separation, Company/Contractor agrees to not, directly or indirectly, engage in any business which is in competition with that of 216, including but not limited to contract re-bids, etc, within the service area of said contract.
 - b. No Solicitation of Customers. During the term of this Agreement, and for a period of eighteen (18) months after company/Contractor ceases to engage, regardless of the reason for separation, Company/Contractor agrees to not, directly or indirectly, solicit any current or prospective customers of 216 whom Company/Contractor gained any information about, including but not limited to the customer's or prospective customer's identity, during the two years immediately preceding Company/Contractor separation. Company/Contractor also agrees not to divert any business from 216. Company/Contractor agrees that for the same period after separation with 216, he/she will not in any way interfere or attempt to interfere with 216 relationships with any of its customers.
 - c. No Solicitation of Contractors. During the term of this Agreement and for a period of eighteen (18) months after Contractor ceases to do business with the Company, regardless of the reason for Contractor termination, Contractor agrees to not, directly or indirectly, solicit for employment or employ any of the Company's Contractors on behalf of any other entity in direct competition with the Company.
- 5) Remedies for Breach of Agreement. Contractor recognizes that if Contractor violates any portion of this Agreement, irreparable damage will result to the Company.
 - a. Equitable Relief. Contractor recognizes that his or her breach of this Agreement would result in irreparable damage to the Company that could not be remedied by monetary damages. As a result, Contractor agrees that if he or she breaches this Agreement, or in the event of apparent danger of such breach, the Company shall be entitled, in addition to any other legal or equitable remedies available to the Company, to an injunction to retrain the violation of any and all such portions of this Agreement by Contractor.
 - b. Liquid Damages. Contractor recognizes that the amount of damages suffered by the Company in the event of Contractor breach of this Agreement would be extremely difficult to determine. As a result, Contractor agrees that if he or she breaches this Agreement, the



Company shall be entitled to, and Contractor shall pay to the Company liquidated damages in an amount equal to one hundred fifty percent (150%) of the higher amount.

- i. The total amount of fees earned by the Company from any and all customers that the Contractor does business with, directly or indirectly, in violation of paragraph 3 above, during the twelve (12) month period immediately preceding the date of Contractor termination of employment; or
 - ii. The average of the total amount of fees earned by the Company from any and all customers that the Contractor does business with, directly or indirectly, in violation of paragraph 3 above, for the thirty-six (36) months immediately preceding the date of Contractor termination of employment.
- 6) At-Will Employment Status. This Agreement relates only to Contractor obligations with respect to the confidential nature of Company's customer's documents and information, and Company's rights with respect to its customers, business information, confidential information, inventions and other business interest. This Agreement does not in any way alter the fact that Contractor employment with the Company is at-will, meaning Contractor has the right at any time, and for any or no reason, to terminate his/her employment with or without notice, and that the Company has the same right.
- 7) Miscellaneous.
- a. Integration. This Agreement embodies the entire agreement, and understanding among the parties relative to the subject matter herein, and supersedes any prior agreements and understandings relating to such subject matter.
 - b. Applicable Law and Venue. This agreement and the rights of the parties shall be governed by, construed, and enforced in accordance with the laws of the state in which it is executed and performed.
 - c. Future Modifications. This Agreement cannot be modified or amended except by a written instrument signed by the parties.

Company/ Contractor Name

Signature/Title

216 Resources

By: _____

Signature /Title

