

## NON-DISCLOSURE AND NON-COMPETE AGREEMENT

BE IT KNOWN, that I, \_\_\_\_\_ (“Employee”) in consideration of being employed by Community Asset Management, LLC dba Homeowners Association Management Company (“Company”), hereby agree and acknowledge:

1. That during the course of my employment there may be disclosed to me certain proprietary information of the Company, said information consisting of: Company financial statements, market sales information, customer lists, prospect lists, computer programs, databases, business systems, manuals, forms, procedures, marketing materials, or other information confidential to the Company.
2. I further agree that I shall not, at any time or in any manner whatsoever, either directly or indirectly, divulge, disclose, or communicate to any person, firm or entity, or use for myself, information or processes concerning or otherwise related to the business of the Company and its affiliates (except for the sole benefit of the Company). The Company and the Employee hereby expressly agree that as between them, all of the foregoing are important, material, confidential, and materially and significantly affect the effective and successful conduct of the business of the Company and its good will. All Company financial statements, market sales information, customer lists, prospect lists, computer programs, databases, business systems, manuals, forms, procedures, marketing materials, or other business material, are strictly the property of the Company and may not be removed from the Company or discussed with anyone except employees or consultants of the Company.
3. That upon termination of employment with the Company: I shall promptly return to the Company all originals and copies of documents and property of the Company, relating in any way to the Company’s business, or in any way obtained or created by me during the course of my employment. I further agree that I shall not retain any copies, notes, or abstracts of the foregoing. The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach. This agreement shall be binding upon me and my personal representative and successors interest, and shall inure to the benefit of the Company, its successors and assigns.
4. I acknowledge that critical components of the Company’s business are the relationships and contacts established with clients and other sources of referrals. Upon termination from the Company for any reason, and continuing for a period of one (1) year thereafter, I shall not, directly or indirectly, whether as an individual, owner, shareholder, officer, director, employee, agent or otherwise, call on, solicit, contract with, or accept referrals of business from any individual or entity that was, at anytime during the term of my employment, a source of referrals to the Company with respect to customers of the Company.
5. I agree upon termination of employment for any reason, I shall not (whether directly or indirectly, as owner, principal, agent, stockholder, director, officer, manager, em-

ployee, partner, participant, or in any other capacity) engage or become financially interested in or solicit, canvas, accept, or authorize any other person, firm or entity to solicit, canvas or accept, from any clients (Client) of the Company, any homeowners' association management business within all counties serviced by HOAMCO for condominiums or planned communities for a period of one (1) year from the date of termination. For purposes of this Paragraph 5, any of the following will be deemed to constitute engaging in business: (1) maintaining an office or other place of business, conducting negotiations and/or executing a contract, furnishing homeowners' association management services in all counties serviced by HOAMCO, (2) entering into a contract for the furnishing of homeowners' association management services within all counties serviced by HOAMCO, (3) corresponding or communicating, by letter, telephone, facsimile, or otherwise, to any person or entity within all counties serviced by HOAMCO with respect to the furnishing of homeowners' association management services. As used herein, "Client" shall mean any person, firm or entity that is, at any time during the term of Employee's engagement, a user of Company's services or that has, at any time during such period, purchased or negotiated to purchase services from the Company. If I work for another entity which shall solicit or provide homeowners' association management services for a Client, I will not perform any work for the Client, will not provide any information to the other entity or its employees about the Client and will have no business contact or communication with the Client for one (1) year after the termination of my employment.

6. I agree that upon termination of employment for any reason, I will not hire or solicit for hire, for myself or another entity, employees or former employees of the Company either as employees or as independent contractors for a period of one (1) year from the date of termination.
7. I agree that while employed by the Company, I will not work for any competitor of the Company, including but not limited to any homeowners' association management company. "Competitor" shall mean any business which sells or provides or attempts to sell or provide services which are the same or are substantially similar to those sold or provided by the Company.
8. I warrant and represent that I am not under any restrictions as a result of non-competition agreements with other employers. I agree to indemnify the Company and hold it harmless from any damages, costs or expenses (including reasonable attorney fees) arising out of any suit by the Company or any other present or former employer alleging a break of any non-competition agreement or any breach of a duty of confidentiality or non-competition imposed by contract or otherwise.

It is expressly understood and acknowledged that the restrictions set forth in this Agreement are reasonably necessary for the protection of the Company's business in view of the availability to Employee of the Company's confidential information, including the Company's client and prospect list and client records, and in view of the expense and practical difficulties which would be involved in determining and demonstrating the misuse by Employee of such information, and otherwise.

If a violation of any of the restrictions contained in this Agreement is established, the Company shall be entitled to preliminary and permanent injunctive relief as well as damages and an equitable accounting of all earnings, profits and other benefits arising from such violation, which right shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled. Due to the difficulties in determining damages to the Company for a violation of Paragraph 2 above, in addition to any other remedies to which Employer may be entitled, Employee agrees to pay Employer as liquidated damages, and not as a penalty, an amount equal to fifteen percent (15%) of all gross salary earned by Employee over the course of his or her employment.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Print Name

This contract was executed before me on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary

My commission expires: \_\_\_\_\_