



# **PAINTERS SUPPLY & EQUIPMENT CO.**

## **EMPLOYEE NON-COMPETE AGREEMENT**

THIS AGREEMENT between Painters Supply & Equipment Co. (hereinafter, "PSE") and Employee (hereinafter, "Employee"), wherein PSE desires to provide access by Employee to PSE's financial information, organizational structure, employment process, and future business plans, all of which may be necessary information to Employee to carry out Employee's responsibilities;

### **PSE AND EMPLOYEE AGREES AS FOLLOWS:**

The Employee specifically agrees that for a period of 12 months after the Employee is no longer employed by the Company, the Employee will not engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in the same or similar activities as were performed for the Company in any business within 15 miles of a Company location which distributes or sells products or provides services similar to those distributed, sold, or provided by the Company at any time during the 3 months preceding the Employee's termination of employment.

Employee agrees that for 12 months after Employee is no longer employed by the Company, Employee will not directly or indirectly solicit, agree to perform or perform services of any type that the Company can render ("Services") for any person or entity who paid or engaged the Company for Services, or who received the benefit of the Company's Services, or with whom Employee had any substantial dealing while employed by the Company. However, this restriction with respect to Services applies only to those Services rendered by Employee or an office or unit of the Company in which Employee worked or over which Employee had supervisory authority. This restriction also applies to assisting any employer or other third party.

For a period of 12 months from the date that Employee is no longer employed by the Company, Employee shall not take any actions to assist Employee's successor employer or any other entity in recruiting any other employee who works for or is affiliated with the Company. This includes, but is not limited to: (a) identifying to such successor employer or its agents or such other entity the person or persons who have special knowledge concerning the Company's processes, methods or confidential affairs; and (b) commenting to the successor employer or its agents or such other entity about the quantity of work, quality of work, special knowledge, or personal characteristics of any person who is still employed at the Company. Employee also agrees that Employee will not provide such information set forth in (a) and (b) above to a prospective employer during interviews preceding possible employment.

The covenants of this Agreement shall be severable, and if any of them is held invalid because of its duration, scope of area or activity, or any other reason, the parties agree that such covenant shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and the modified covenant shall thereafter be enforceable as if originally made in this Agreement. Employee agrees that the violation of any covenant contained in this Agreement may cause immediate and irreparable harm to the Company, the amount of which may be difficult or impossible to estimate or determine. If Employee violates any covenant contained in this Agreement, the Company shall have the right to equitable relief by injunction or otherwise, in addition to all other rights and remedies afforded by law.

Signed:

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EMPLOYEE

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Date

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COMPANY OFFICER

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Date