

NON-COMPETE AGREEMENT

This Non-Compete Agreement is entered into as of [DATE] by and between [COMPANY] having its principal place of business located at [ADDRESS] (the "Company") and [SIGNER] (the "Representative"), both of whom agree to be bound by this Agreement.

WHEREAS, the Company is in the business of [DESCRIBE BUSINESS];

WHEREAS, the Representative and the Company have entered into an agreement whereby the Representative will perform [DESCRIBE DUTIES GENERALLY], attached hereto as Exhibit A (the "Representative Agreement"); and

WHEREAS, the Representative agrees to the restrictions described herein as partial consideration for the Company's promises inherent in the Representative Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Company and the Representative (each individually a "Party" and collectively the "Parties") covenant and agree as follows:

1. ACKNOWLEDGMENT OF RELATIONSHIP

The Parties agree and acknowledge that this Agreement is granted in consideration of the promises agreed to in the Representative Agreement.

2. NON-COMPETITION

For the duration of the Representative Agreement and any subsequent agreement executed for the same or similar purpose and for [DURATION] after the termination of such agreements, the Representative shall not work as an employee, officer, director, partner, consultant, agent, owner, or in any other capacity in any competition with the Company. This means that the Representative must not do any of the above for a company that [DESCRIBE RESTRICTED TYPE OF COMPANY] in [GEOGRAPHIC AREA].

3. REPRESENTATIVE ACKNOWLEDGMENTS

The Representative acknowledges that: (a) this Agreement has been specifically bargained between the Parties; (b) the Representative has had the opportunity to obtain legal counsel to review this Agreement; (c) the restrictions imposed are fair, reasonable and necessary to protect the legitimate business interests of the Company; and (d) such restrictions will not place an undue burden upon the Representative's livelihood in the event of enforcement of the restrictions described.

4. APPLICABLE LAW.

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of New York and subject to the exclusive jurisdiction of the federal and state courts located in [COUNTY], New York.

5. ARBITRATION

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by confidential arbitration in New York City, before the New York State Arbitration Alternative's arbitrator(s) (the "NYSAA"). The arbitration shall be administered by the NYSAA either online or in person pursuant to its NYSAA Commercial Arbitration Rules & Procedures accessible at www.nysaa.nyc. The NYSAA Rules and Code of Ethics are hereby incorporated in this Agreement by reference. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

IN WITNESS WHEREOF, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below.

[COMPANY]

[Name]

[SIGNER.Company]

[Name]

EXHIBIT A – REPRESENTATIVE AGREEMENT