

Employee/Contractor Non-Compete Agreement

For good consideration and as an inducement for Fresh Start Transitions, LLC (Company) to employ _____ (Employee/Contractor), the undersigned Employee and/or contractor hereby agrees not to directly or indirectly compete with the business of the Company within 60 miles of company location, and its successors and assigns during the period of employment and for a period of two (2) years following termination of employment and notwithstanding the cause or reason for termination.

The term "not compete" as used herein shall mean that the Employee shall not own, manage, operate, consult or to be employee in a business substantially similar to or competitive with the present business of the Company or such other business activity in which the Company may substantially engage during the term of employment.

The Employee acknowledges that the Company shall or may in reliance of this agreement provide Employee access to trade secrets, customers and other confidential data and good will. Employee agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

Signed this _____ day of _____ 20_____.

Fresh Start Transitions, LLC/Adele Mahan
Company

Employee/Contractor