

IroquoisSystems, Inc.

Non-Compete Agreement

This Non-Compete Agreement (the "Agreement") is made this _____ day of _____ between _____ (EMPLOYEE) and IroquoisSystems, Incorporated (ISI), who hereby agree as follows:

1. The EMPLOYEE shall devote they full working time to the business of ISI, being excused only during standard vacation times and periods of temporary absence.
2. During employment with ISI, the EMPLOYEE may not, directly or indirectly, invest or engage in any business that is competitive with that of ISI, nor will the EMPLOYEE accept employment or render services to a competitor as a director, officer, agent, employee, or consultant. **Any exceptions to this Agreement must be with prior written consent.**
3. The EMPLOYEE will serve ISI in an exclusive capacity. Accordingly, as a condition of employment, the EMPLOYEE must agree that, in the event that the employment terminates for any reason, for a two year period, the employee will not, directly or indirectly, either for their self or through any kind of ownership as a director, agent, employee, or consultant, for any other person, firm, or corporation, take away, or cause the loss of clients of ISI on whom the EMPLOYEE called or with whom they became acquainted during they employment immediately preceding the termination of employment. It is expressly agreed and understood that the remedy at law for breach of covenant is inadequate and that injunctive relief shall be available to prevent the breach thereof.
4. All information related to the business of ISI, including but not limited to the identity of customers and suppliers of ISI, forms, arrangements with such suppliers and customers, and technical data relating to its services and production of its services shall be treated as confidential by the EMPLOYEE during and after termination or resignation of the EMPLOYEE. **Except with prior written approval of ISI**, the EMPLOYEE shall not disclose any such information at any time to any person except authorized personnel of ISI. In the event of a breach or threatened breach by the employee of these provisions, ISI shall, in addition to other remedies, be entitled to an injunction in restraining the employee from disclosing, in whole or in part, any such information or advertising concepts, or from rendering any services to any person, firm, or corporation to whom such information may be disclosed or is threatened to be disclosed.
5. All data, forms, manuals, and other records and written material prepared or compiled by the EMPLOYEE or furnished to the EMPLOYEE while in the employ of ISI shall be the sole and exclusive property of ISI.
6. This Agreement does not create any right to employment with ISI and is in addition to other agreements that may have been signed by the EMPLOYEE and ISI. Except as specified herein, this Agreement does not limit any rights of EMPLOYEE or ISI created by any other contracts or laws.

Signatures:

Employee: _____ Date: _____

ISI representative: _____ Date: _____

Title of ISI representative: Office Manager