

BUSINESS PURCHASE NON-COMPETE AGREEMENT

This Non-Competition, Non-Solicitation Agreement ("Agreement"), is effective this ____ day of _____, 20____, by and between _____, with a mailing address of _____, City of _____, State of _____, ("Buyer") and between _____, with a mailing address of _____, City of _____, State of _____, ("Seller"), when mentioned together the "Parties."

WHEREAS: The Buyer is purchasing _____ ("Business") and the Seller agrees to sell,

NOW THEREFORE: In consideration for the foregoing the Parties hereby covenant and agree as follows:

1. NON-COMPETITION. For a period of ____ months from the Closing Date, the Seller may not directly or indirectly, engage, own, manage, control, operate, be employed by, participate in, or be connected with the ownership, management, operation, or control of a business substantially similar to the type of business conducted by the Business, anywhere in the United States. If the Seller breaches or threatens to breach this section, Buyer and/or Business will be entitled to a preliminary restraining order and injunction preventing the Seller from violating its provisions. Nothing in this Agreement prohibits the Buyer from pursuing any other available remedies for a breach or threatened breach, including the recovery of damages from the Seller.

2. NON-SOLICITATION. For a period of ____ months from the Closing Date, the Seller may not:

2.1 Canvas or solicit the business of (or procure or assist in the canvassing or soliciting of) any client, customer, or employee of the Business for the purposes of competing with the Business;

2.2 Accept (or procure the acceptance of) business from a client, customer, or employee of the Business for purposes of competing with the Business. However, the Business may consent to this competition in writing; or

2.3 Otherwise contact, approach, or solicit (or procure the contacting, approaching, or soliciting of) an entity known to the Seller because of his association with the in a way that could be detrimental to the Business.

3. GOVERNING LAW, JURISDICTION. This Agreement shall in all respects be construed in accordance with and governed by the laws of the State of _____, County of _____. Any suit involving any dispute or matter arising under this Agreement may only be brought in the courts of the aforementioned jurisdiction. Both Parties hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding related to this Agreement. Any controversy, claim, suit, injury or damage arising from or in any way related to this Agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association then in effect and before a single arbitrator chosen by Business. Any such controversy, claim, suit, injury or damage shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any controversy, claim, suit, injury or damage of any other party. Business may seek any interim or preliminary relief from a court of competent jurisdiction in the

aforementioned jurisdiction necessary to protect its rights pending the completion of arbitration. Each party shall assume its own costs of arbitration.

4. MISCELLANEOUS.

a) Entire Agreement; Modification. This Agreement sets forth the entire agreement and understanding of the Parties hereto concerning the subject matter hereof, and, except as otherwise specifically provided below, supersedes all prior and contemporaneous correspondence, agreements, arrangements and understandings, both oral and written, between the parties hereto concerning the subject matter hereof. No modification hereof shall be binding upon the parties hereto except by written instrument duly executed by such parties or their duly authorized representatives.

b) Invalidity of Particular Provisions. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the other terms of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

c) Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

d) This Agreement may be delivered by email, and email copies of executed signature pages shall be binding as originals.

e) Interpretation. The paragraph headings of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement in construing or interpreting any provision hereof. Whenever the context requires, words used in the singular shall be construed to include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine or neuter gender.

f) Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, or by any other means agreed to by the Parties, such as email.

g) This Agreement will become effective when all parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Execution Date of this Agreement.

h) Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this Agreement contemplates or to evidence or carry out the intent and purposes of this Agreement.

EACH PARTY REPRESENTS AND WARRANTS that it has authority to enter into this Agreement and lawfully make the disclosures contemplated hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

SELLER

Signature Date _____

By: _____
Name

BUYER

Signature Date _____

By: _____
Name