

**4. Employee Training Repayment.** The Company will financially support and pay for Employee training periodically during employment at the Company. This Company believes in investing in key Employees and their futures. The decision of what Employees attend company paid training is completely the sole decision of the Company. Should an Employee resign, the Employee will repay in full all training that was attended 18 months prior to his resignation date that was paid for by the Company.

**5. Confidentiality of Customer List.** Since the list of the Company's customers is a valuable, special, and unique asset of the Company, the Employee agrees, during or after the term of his employment, not to reveal the list, or any part of it, or other trade secret to any person, firm, corporation, association, or any other entity. The Company shall be entitled to restrain the Employee from disclosing the list, or any other trade secret, or from rendering any services to any entity to whom the list has been or is threatened to be disclosed. The right to an injunction is not exclusive, and the Company may pursue any other remedies it has against the Employee for a breach or threatened breach of this condition, including the recovery of damages.

**6. Death Benefit.** The Company will pay to the Employee estate, upon death, any compensation due Employee up to the end of the month in which the Employee dies.

**7. Non-Compete Agreement.** For valuable consideration and as an inducement for the Company to employ \_\_\_\_\_ (Employee), the undersigned Employee agrees not to directly or indirectly compete with the Company during the period of employment and for a period of 2 years thereafter and notwithstanding the cause or reason for termination.

The term "not compete accounts" shall mean that the Employee shall not, on Employee behalf or on behalf of any other party, solicit or seek the business of any customer or account of the Company existing during the term of employment and wherein said solicitation involves a product and/or service substantially similar to or competitive with any present or future product and/or service of the Company.

The term "not compete area" as used herein shall mean that the ***Employee shall not directly or indirectly own, operate, consult to or be employed by any Company or entity engaged in a business substantially similar to or competitive with any service and/or product of the Company as now existing or as the Company may undertake during the term of employment.***

This covenant shall apply only to a radius of fifty (50) miles from the present location of the Company as set forth below, and to no prospects or customers beyond said area.

The Employee hereby acknowledges that the Company shall or may provide Employee access to its customers and accounts in reliance of this agreement, and that this agreement is reasonably necessary to protect the Company.

**8. Effect of Prior Agreement.** This agreement supersedes any prior agreement between the Company or any predecessor of the Company and the Employee, except that this agreement shall not affect or operate to reduce any benefit or compensation inuring to the Employee of a kind elsewhere provided and not expressly provided in this agreement.

**9. Settlement by Arbitration.** Any claim or controversy that arises out of or relates to this agreement, or the breach thereof, will be settled by arbitration in the office nearest the Company in accordance with the prevailing rules of the American Arbitration Association. Judgment upon