

NON-COMPETE AGREEMENT

This Non-Compete Agreement (this "Agreement") is made effective as of May 31, 2007, by and between Acme Products, Inc., of 123 Main St., Anytown, California 12345, and Wiley Coyote, of 321 Oak St., Anytown, Arizona 54321. In this Agreement, the party who is requesting the non-competition from the other party shall be referred to as "Acme", and the party who is agreeing not to compete shall be referred to as "Coyote".

Mr. Coyote is currently employed by Acme Products, but will be leaving the company.

1. NON-COMPETE COVENANT. For a period of 5 years after the effective date of this Agreement, Coyote will not directly or indirectly engage in any business that competes with Acme. This covenant shall apply to the geographical area that includes the United States.

2. NON-SOLICITATION COVENANT. For a period of 5 years after the effective date of this Agreement, Coyote will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services as are now provided to, any customer or client of Acme. Further, for a period of 5 years after the effective date of this Agreement, Coyote will not directly or indirectly solicit, induce or attempt to induce any employee of Acme to terminate his or her employment with Acme.

3. PAYMENT. Acme will pay compensation to Coyote for the covenants of Coyote in the amount of \$2,000.00. This compensation shall be payable in a lump sum After the effective date of the agreement has ended.

4. CONFIDENTIALITY. Coyote will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Coyote, or divulge, disclose, or communicate in any manner any information that is proprietary to Acme. Coyote will protect such information and treat it as strictly confidential. The obligation of Coyote not to disclose confidential information shall continue for a period of 5 years after the effective date of this Agreement. Within 24 hours after receiving a written request, Coyote will return to Acme all records, notes, documentation and other items that were used, created, or controlled by Coyote.

5. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.

6. SEVERABILITY. The parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests. If any provision of this Agreement shall be held to be invalid or unenforceable

**** THIS IS A SAMPLE. DOCUMENT CONTINUES ON SUBSEQUENT PAGES ****