



## **NON-COMPETE AGREEMENT**

This Non-Compete Agreement (“Agreement”) is made effective as of \_\_\_\_\_, 20\_\_, by and between **ECO Zero LLC**, of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (the Protected Party) and \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (the Non-Competing Party).

The Non-Competing Party will be working with **ECO Zero LLC** as a Consultant. As provided in this agreement, and in exchange for the consideration evidenced within, it is desired by both parties that the Non-Competing Party should not compete with the Protected Party’s business or solicit the Protected Party’s customers or employees.

### **1. NON-COMPETE COVENANT.**

For a period of 1 year after the termination of this agreement, the Non-Competing Party will not directly or indirectly engage in any business that competes with the Protected Party.

### **2. NON-SOLICITATION COVENANT.**

For a period of 1 year after the termination of this Agreement, the Non-Competing Party 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 the Protected Party. Further, for a period of 1 year after the termination of this Agreement, the Non-Competing Party will not directly or indirectly solicit, induce or attempt to induce any employee of the Protected Party to terminate his or her employment with the Protected Party.

### **3. CONFIDENTIALITY**

The Non-Competing Party will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Non-Competing Party, or divulge, disclose, or communicate in any manner any information that is proprietary to the Protected Party. The Non-Competing

Party will protect such information and treat it as strictly confidential. The obligation of the Non-Competing Party not to disclose confidential information shall continue for a period of 5 years after the termination of this Agreement. Within 15 days after receiving a written request, the Non-Competing Party will return to the Protected Party all records, notes, documentation and other items that were used, created, or controlled by the Protected Party.

#### **4. 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.

#### **5. 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 for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### **6. INJUNCTION**

It is agreed that if the Non-Competing Party violates the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate the Protected Party. Therefore, the Protected Party will be entitled to seek injunctive relief to enforce the terms of the Agreement.

#### **7. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of New Jersey.

NON-COMPETING PARTY:

\_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_