
KEVIN WENIG ▪ CPA

A LIMITED LIABILITY COMPANY

NON-COMPETITION AND CONFIDENTIALITY AGREEMENT

This agreement is entered into as of this __th day of _____, 20____ between Kevin Wenig Certified Public Accountant, LLC ("KWCPA") and _____ (the "Employee/Contractor").

WHEREAS, out of respect for the Employee/Contractor's integrity and abilities KWCPA is placing trust in the Employee/Contractor by placing *him/her* in a position where the Employee/Contractor ("Employee/Contractor") may have access to or may be exposed to Confidential Information; and

WHEREAS, the Company's reputation and present and future competitive position is largely dependent upon the confidentiality of such information and of the non-competition of the Employee/Contractor;

NOW, THEREFORE, KWCPA and the Employee/Contractor agree as follows:

1. Confidential Information. Employee/Contractor acknowledges that he/she has learned and will learn Confidential Information, as defined herein, relating to the business conducted by KWCPA. Employee/Contractor agrees that he/she will not, except in the normal and proper course of *his/her* duties, disclose or enable anyone else to disclose or use, either during the Employment Term or subsequent thereto for the applicable period of any non-compete pursuant to Paragraph 2, any such Confidential Information without prior written approval from KWCPA.

"Confidential Information" shall include, but not be limited to, the following types of information, both existing and contemplated, and regarding the Company's corporate information, including contractual licensing arrangements, plans, strategies, tactics, policies, resolutions, patent applications and any litigation or negotiations; marketing information, including sales or product plans, strategies, tactics, methods, customers & clients, trade secrets, internal processes, technological advancements, prospects, or market research data; financial information, including costs and performance data, debt arrangements, equity structure, investors and holdings; operational formulae, control and inspection practices and background information suppliers; technical information, including equipment, designs, drawings and specifications; and personnel information, including personnel lists, resumes, personnel data, organizational structure, subordinate Employee/Contractor reviews and performance evaluations, current or future employment status, or rate of pay. This also includes discussions you may have with management, Employee/Contractors, contractors, clients and/or vendors of KWCPA as it pertains to anything and everything you may learn, both directly and indirectly, and are entrusted to act with an appropriate level of professionalism and secrecy. Confidential Information is limited to that information *which* is generally not known to the public, is not in the public domain, or available through reference to general library sources. Confidential Information does not include general skills, knowledge and experience acquired by Employee/Contractor before and/or during employment with KWCPA.

Employee/Contractor agrees that all documents of any nature pertaining to the business and assets of KWCPA (excluding personal possessions of Employee/Contractor) in his possession at any time during his employment including without limitations, memoranda, notebooks, notes, data sheets, files and records, are and shall be the property of KWCPA, and they and all copies of them shall be surrendered to the Company upon the Company's request from time to time during such employment and with or without request upon termination of such employment.

2. Non-Competition: Employee/Contractor agrees that during or within one year after his employment ends by the Company he will not engage directly or indirectly with any client of KWCPA performing the same or similar nature of activities to the job performed at KWCPA or any business in which the KWCPA is engaged in developing, nor will Employee/Contractor participate directly or indirectly in the ownership or management of any such company. This can be mutually rescinded by paying a standard employment agency fee of 35% of the first's year's total compensation to KWCPA, payable upon Employee/Contractor' first day of employment at KWCPA's client. A true-up will be due on day 366 to cover raises, bonuses, stock awards, etc.

Employee/Contractor also agrees that all clients, materials, files (both physical and electronic), supplies, equipment, etc. are the property of KWCPA. Employee/Contractor in no circumstances may solicit any KWCPA clients, Employee/Contractors, contractors or vendors for personal gain. This includes clients brought in by Employee/Contractor to be serviced by KWCPA. Any unauthorized solicitation is grounds for immediate termination and legal action.

3. Severability. In the event that, notwithstanding the foregoing, any of the provisions of Paragraph 1 or 2 or any other provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. In the event that any provision of Paragraph 2 shall be declared by a court of competent jurisdiction to exceed the maximum time period or restriction such court deems reasonable and enforceable for the court shall become and thereafter be the maximum time period and/or restrictions, and relevant provisions of Paragraph 2 shall be severed and so reformed.

4. Superseding Effect - Entire Agreement. This Agreement supersedes any prior agreements or understandings, oral or written, with respect to employment of Employee/Contractor and constitutes the entire agreement with respect thereto. It cannot be changed or terminated orally and may be modified only by subsequent written agreement executed by both parties hereto.

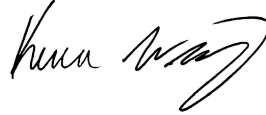
5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

6. Enforceability. The Employee/Contractor understands that KWCPA's competitive position is highly dependent on the Confidential Information. The Employee/Contractor further understands that Non-Competitiveness of current and future Employee/Contractors is imperative to KWCPA. Any disclosure or breach of this Agreement will cause immediate, irreparable harm to the Company. Any breach or threatened breach of this Agreement, therefore may be presented to either a court or binding arbitrator for enforcement by both injunction and damages. In the event that the Company institutes litigation or arbitration seeking the enforcement of this Agreement, the Company shall be entitled to recover reasonable attorney fees and costs incurred in such litigation or arbitration; however, such attorney fees and costs shall not be assessed in the event that is determined that litigation or arbitration has been pursued which is frivolous or groundless or in the event that the

Employee/Contractor consents, prior to a preliminary hearing, to a permanent injunction incorporating all terms of this Agreement.
Entered into as of the day referenced above.

Employee/Contractor/ Contractor

Company:



By: Kevin Wenig, Member