

## **Employee Non-Compete and Confidentiality Agreement**

### **NONCOMPETE**

The Employee and Corporate Management Group (CMG) recognize that due to the nature of Employee's engagement hereunder and the relationship of the Employee to CMG, the Employee will have substantial personal contacts with clients of CMG which are likely to result in the development of strong business and personal ties to and goodwill with the Employee rather than CMG and, as a result, it is likely that such clients would follow the Employee in the event the Employee ceases to be employed by CMG. Accordingly, the Employee agrees as follows:

During the term of employment with CMG the Employee shall not, directly or indirectly, either individually or as a partner, agent, employee, stockholder, officer, director, consultant or otherwise, except for the account of and on behalf of CMG, engage in the practice of temporary employment services; nor shall the Employee, in competition with CMG, solicit or otherwise attempt to establish for himself or for any other person, firm or entity any business relationships with any person or entity which was, at any time during the term of this agreement, a client of CMG.

For a period of twelve months after the cessation of employment, for any reason whatsoever, the Employee shall not directly or indirectly, either individually or as a partner, agent, employee, consultant or otherwise, solicit any person or entity to provide or render temporary employment services within the city limits of any city where CMG has clients at the time of cessation of employment.

For a period of twelve months after the cessation of the Employee's employment with CMG for any reason whatsoever, the Employee shall not directly or indirectly, either individually or as a partner, agent, employee, stockholder, officer, director, consultant or otherwise, solicit for employment or employ any person who was an employee of CMG at any time during the term of this agreement.

The parties hereto agree that to the extent that any provision or portion of this Agreement shall be held, found or deemed to be unreasonable, unlawful or unenforceable by a court of competent jurisdiction, then any such provision or portion thereof shall be deemed to be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by applicable law; and the parties hereto do further agree that any court of competent jurisdiction shall, and the parties hereto do hereby expressly request any court of competent jurisdiction to, enforce any such provision or portion thereof or to modify any such provision or portion thereof in order that any such provision or portion thereof shall be enforced by such court to the fullest extent permitted by applicable law. Any remedy available under this Agreement shall be in addition to, and cumulative with, any remedy available to CMG at law, in equity or otherwise.

**CONFIDENTIAL INFORMATION**

The Employee acknowledges that in the Employee's work, the Employee will be making use of, acquiring and adding to confidential information of a special and unique nature and value relating to such matters as, but not limited to, CMG's business operations, internal structure, financial affairs, systems, procedures, manuals, confidential reports and lists of clients, as well as the amount, nature and type of services used and preferred by CMG's clients and the fees paid by such clients, all of which shall be deemed to be confidential information. In consideration of work by CMG, the Employee agrees that during the Employment Period and upon and after ceasing to be employed by CMG for any reason whatsoever, the Employee shall not, for any reason or purpose whatsoever, directly or indirectly, divulge or disclose to any person or entity any of such confidential information which was obtained by the Employee as a result of the Employee's employment with CMG, or any information or knowledge respecting the affairs of CMG or any of its officers, directors, employees, stockholders, agencies or referrers of clients learned or conceived by the Employee while in the employ of CMG, but shall hold all of the same inviolate.

**AGREED TO:**

**Employee's name**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREED TO:**

**Corporate Management Group, Inc.**

Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_  
12000 Washington Street, Suite 290  
Thornton, CO 80241