

# NON-DISCLOSURE & NON-COMPETE AGREEMENT

For good and valuable consideration, as part of my agreement with Plan N, LLC and/or any of its subsidiaries established during the period of my association referred to herein as "the Company", my signature below acknowledges my acceptance of the following:

1. During the course of my work there may be disclosed to me certain trade secrets of the Company; said trade secrets consisting but not necessarily limited to:
  - a) Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.
  - b) Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.
  
2. I agree that I shall not during, or at any time after the termination of my contract with the Company, use for myself or others, or disclose or divulge to others including future associates, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.
  
3. I shall not, for a period of twenty-four (24) months after the termination of my work for any reason, either alone or in association with others:
  - a) Solicit any employee of the Company to leave the employ of the Company;
  - b) Solicit for employment, hire or engage as an independent contractor, any person who was employed with the Company;
  - c) Induce or attempt to induce, any customer, supplier, licensee or business relation of the Company to cease doing business with the Company, or in any way interfere with the relationship between any such entity and the Company.
  - d) Solicit business from or perform services for any customer, supplier, licensee or business relation of the Company without express written consent from a principal of the Company
  
4. Upon the termination of my work with the Company:
  - a) I shall return to the Company all documents and property of the Company, including but not necessarily limited to: computers, phones, equipment, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of work. I further agree that I shall not retain copies, notes or abstracts of the foregoing.
  - a) This agreement shall be binding upon me and my personal representatives and successors in interest, and shall insure to the benefit of the Company, its successors and assigns.
  
5. Nothing in this agreement shall prohibit me from working for another business in a similar line of work as the company (ie, managed virtual services), provided my participation with that business does not assist in the direct competition with the Company, and provided none of the clauses above are violated.

\_\_\_\_\_  
Signature of Vendor or Contractor

\_\_\_\_\_  
Date

*Liffany Nielsen*

\_\_\_\_\_  
Signature of Company Principal

\_\_\_\_\_  
Date

