

NON-COMPETITON, NON-SOLICITATION, AND COMFIDENTIALITY AGREEMENT

THIS AGREEMENT is made and entered into as of this \_\_\_day of \_\_\_20\_\_\_by and between On Demand Employment Services, L.L.C a Kansas Limited Liability Company, having its principal place of business in Kansas, hereinafter referred to as "Employer" and \_\_\_\_\_,hereinafter referred to as "Employee".

1. NOW,THEREFORE, in consideration of Employee’s employment and continued employment by Employer, and the wages, salaries and other benefits which will be given to Employee during such time as he/she is employed by Employer, Employee hereby agrees not to disclose confidential information of Employer and agrees that during his/her employment with Employer and for a period of one year after the date Employee’s employment with Employer terminates for any reason whatsoever, whether by Employee or Employer and whether with cause or without cause, including but not limited to termination by Employer or resignation by the employee(the “the termination Date”), Employee will not directly (or as an employee of another temporary or employee leasing company) or perform services for or at the facilities of any person, corporation, partnership or other business entity that was a customer of Employer at any time while Employee was employed by Employer or during the one year period prior to Employee’s signing this Agreement (this includes but is not limited to work or performing services for any customer for whom Employee worked or performed services while Employee was employed by Employer) within the Kansas counties of \_\_\_\_\_and Missouri counties of \_\_\_\_\_.
2. Employee and Employer acknowledge and agree that this Agreement shall not be interpreted to be an employment contract, but is merely an agreement affecting the disclosure of confidential information and non-competition agreement. Further, nothing contained in this Agreement alters the employment-at-will relationship between the Employee and Employer, nor restricts in any manner the right of Employer to terminate the employment of the Employee, with or without cause, and with or without prior notification.
3. Employee acknowledges that the restrictions contained herein are reasonable, mutually beneficial , and necessary in order to protect Employer’s legitimate business interests because the success of Employer depends to a substantial extent upon recruiting, training (when necessary) and maintaining a group of employees who can be leased or assigned to customers of Employer and because Employer has incurred substantial expense in developing its contacts and relationships with Employers customers and Employers employees, that any violation of this Agreement would result in irreparable injury to Employer and that Employee therefore acknowledges and agrees that, in the event of any violation hereof, Employer shall be authorized and entitled to obtain temporary, preliminary and permanent injunctive relief, as well as an equitable accounting of all profits or benefits arising out of such violation, which rights and remedies shall be cumulative and in addition to any other rights or remedies to which Employer may be entitled. If Employee breaches this Agreement, Employee agrees to pay Employer all expenses and costs incurred by Employer, including reasonable attorney’s fees, in enforcing any provision of this Agreement against Employee by suit or otherwise.
4. Each of the parties covenants and agrees that this Agreement is to be construed and government by Kansas Law. The invalidity or unenforceability of any provision or clause of this Agreement shall not affect the continued validity or enforceability of any other provision or clause hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or clause were omitted. If a court of competent jurisdiction should determine that any of the geographic or durational or other provisions of this Agreement are unenforceable because of the scope of such provisions, such court may, in its discretion, modify such provisions in a manner to render them enforceable to the fullest extent permitted by applicable law, and such provisions, as may be modified, shall be fully enforceable as though set forth herein. Any such modification shall not affect the other provisions or clauses of this Agreement in any respect. This Agreement is assignable by Employer but not Employee and may not be modified or amended except by writing signed by Employer and Employee.

Employee represents that he has read and understands and voluntarily entered into this Agreement.

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

EMPLOYER

Employee:\_\_\_\_\_

By\_\_\_\_\_ Title\_\_\_\_\_

Witnessed By:\_\_\_\_\_

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

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