

## Independent Contractor Non-Compete Agreement

For good consideration and as an inducement for forming an Independent Contractor Agreement with Bagnall & Associates, LLC (Company),

\_\_\_\_\_ (Independent Contractor),  
the undersigned Independent Contractor hereby agrees not to directly or indirectly compete with the business of the Company and its successors and assigns during the period of the Independent Contractor Agreement and notwithstanding the cause or reason for termination of the Independent Contractor Agreement.

The term "not compete" as used herein shall mean that the Independent Contractor shall not own, manage, operate, consult or to be employed in a business substantially similar to, or competitive with, the present business of the Company or such other business activity in which the Company may substantially engage during the term of employment.

The exception to this "non-compete" agreement is that Independent Contractor may engage in the business of **N/A** following the termination of the Independent Contractor Agreement.

The Independent Contractor acknowledges that the Company shall or may in reliance of this agreement provide Independent Contractor access to trade secrets, customers and other confidential data and good will. Independent Contractor agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

This non-compete agreement shall extend to the entire United States and shall in full force and effect for 3 years, commencing with the date of the termination of the Independent Contractor Agreement.

This agreement shall be binding upon and insure to the benefit of the parties, their successors, assigns and personal representatives.

Signed this **16th** day of **January 15, 2010**.

\_\_\_\_\_  
Bagnall & Associates, LLC

\_\_\_\_\_  
**Independent Contractor Signature**

\_\_\_\_\_  
**Independent Contractor Name**