

EMPLOYMENT CONTRACT
NON COMPETE
NONDISCLOSURE AGREEMENT

THIS AGREEMENT is between the undersigned who is to become a trainee and employee, hereinafter referred to as "Employee", and Daffron & Associates, Inc., hereinafter referred to as "Employer", a Missouri Corporation located in Bowling Green, Missouri.

WHEREAS, the trainee-employee will become familiar with certain software and assist the employer in developing certain software in which the employer has proprietary interest and because of the highly competitive nature of the industry, would be greatly damaged if the employee disclosed any of the information without the direction of the employer or competes directly with the employer subsequent to the termination of the employee for whatever reason;

WHEREAS, the employee and employer covenant and agree as follows:

1. The employer agrees to employ the employees at rates to be mutually agreed to by the parties.
2. The employer agrees to train the employee including the disclosing of certain software and techniques which are the sole property of employer and are not to be disclosed unless authorized.
3. That employer requires that the employee cooperate in strictly protecting the security of the proprietary rights of the employer's software.
4. That in the event that a disclosure is made by employee to a third party without express consent of the employer, the employee shall be liable for violation of this agreement, making employee fully liable to employer for damages from the infringement on employer's proprietary rights in the software and work product. The employee agrees to reimburse employer for any violations of disclosure including court costs, reasonable attorney's fees provided the employer prevails on the violation and for actual damages due to the violation and infringement of disclosing employer's software.
5. Employee agrees not to compete with the employer in exchange for hiring the employee. This is limited to any software marketing firm for the period of one (1) year commencing on the date of termination which includes work for benefit of any other person, firm, partnership, or corporation and the field of software marketing in the areas of utilities and other specific software areas that the employer is engaged in. The employee shall not solicit, service, refer, or handle any business for any customer of the employer or whoever was a customer of the employer at the termination in the same product lines being sold to such customer unless it is to be direct employee of that customer and it merely entails the incidental use of the product sold by the employer.

6. It is understood by the employee that the employer will suffer irreparable damage, if during said one (1) year period any party should violate the covenants and agreements of this action and that it will be difficult if not impossible to compute the damage to the employer as a result of such unauthorized competition or disclosure and that therefore, the employer is without legal remedy and in the event of any such violation of the covenants or agreements contained herein. Accordingly, the parties hereto agree that any party hereto shall be entitled to apply to any court of competent jurisdiction to enjoin any breach, whether threatened or actual or the covenants and agreements contained herein.
7. The parties hereto agree that if any provision of this section is held invalid, such provision shall be severed and the balance of this action shall remain valid and enforceable and further, should any court hold the scope of the business restricted or the time and geographic limitations of the covenants and agreements contained herein are too broad to be enforced, such court shall not disregard the provisions, but shall instead enforce such provisions as to such scope, time, and geographical areas as the court deems equitable.
8. The employee hereto represents and warrants that his experience and capabilities are such that he could obtain employment in areas which would not violate the restrictive covenants and agreements which are contained herein. That accordingly, enforcement of said covenants by way of injunction will not prevent employee from earning a livelihood.

WHEREFORE, parties have entered into this Agreement this ____ day of _____, 20__.

EMPLOYEE: _____

EMPLOYER: DAFFRON & ASSOCIATES, INC.

By _____