

## ***NON-COMPETE AGREEMENT***

This Non-compete Agreement (this "Agreement") is made effective as of \_\_\_\_\_,  
by and between \_\_\_\_\_, of \_\_\_\_\_,  
\_\_\_\_\_, and BPM Outsourcing Bdos, Ltd, dba  
TruckersBooks and AccountantsCAS, of 4261 Highway 7, Suite 885, Markham,  
\_\_\_\_\_.

To reassure Accountants and Bookkeepers that Outsource Bookkeeping Processing to our  
company and Ron Johnson

**1. NON-COMPETE COVENANT.** For a period of Six Months after the effective date of this  
Agreement, BPM Outsourcing Bdos, Ltd, dba TruckersBooks and AccountantsCAS will not  
directly or indirectly engage in any business that competes with \_\_\_\_\_.

Owner Operator Truckers Bookkeeping, except for existing clients per client list

Directly or indirectly engaging in any competitive business includes, but is not limited to: (i)  
engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party  
that is engaged in such business, (iii) becoming interested directly or indirectly in any such  
business, or (iv) soliciting any customer of \_\_\_\_\_ for the benefit of a third party  
that is engaged in such business. BPM Outsourcing Bdos, Ltd, dba TruckersBooks and  
AccountantsCAS agrees that this non-compete agreement will not adversely affect BPM  
Outsourcing Bdos, Ltd, dba TruckersBooks and AccountantsCAS's livelihood.

**2. NON-SOLICITATION COVENANT.** For a period of Two Years after the effective date of  
this Agreement, BPM Outsourcing Bdos, Ltd, dba TruckersBooks and AccountantsCAS will not  
directly or indirectly solicit business from, or attempt to sell, license or provide the same or  
similar products or services as are now provided to, any customer or client of  
\_\_\_\_\_, nor shall BPM Outsourcing Bdos, Ltd, dba TruckersBooks and  
AccountantsCAS use \_\_\_\_\_'s existing client's demographic and confidential  
information to solicit and provide quotes and/or transfer business to any competing entity.  
Further, for a period of Two Years after the effective date of this Agreement, BPM Outsourcing  
Bdos, Ltd, dba TruckersBooks and AccountantsCAS will not directly or indirectly solicit, induce  
or attempt to induce any employee of \_\_\_\_\_ to terminate his or her employment  
with \_\_\_\_\_.

**3. CONSIDERATION.** In consideration of the commitments and obligations made by BPM Outsourcing Bdos, Ltd, dba TruckersBooks and AccountantsCAS, \_\_\_\_\_ will pay compensation to BPM Outsourcing Bdos, Ltd, dba TruckersBooks and AccountantsCAS based on \$0.00 per month.

**4. CONFIDENTIALITY.** BPM Outsourcing Bdos, Ltd, dba TruckersBooks and AccountantsCAS will not at any time or in any manner, either directly or indirectly, use for the personal benefit of BPM Outsourcing Bdos, Ltd, dba TruckersBooks and AccountantsCAS, or divulge, disclose, or communicate in any manner any information that is proprietary to \_\_\_\_\_. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. BPM Outsourcing Bdos, Ltd, dba TruckersBooks and AccountantsCAS will protect such information and treat it as strictly confidential. The obligation of BPM Outsourcing Bdos, Ltd, dba TruckersBooks and AccountantsCAS not to disclose confidential information shall continue for a period of Two Years after the effective date of this Agreement. Within Fifteen Days after receiving a written request, BPM Outsourcing Bdos, Ltd, dba TruckersBooks and AccountantsCAS will return to \_\_\_\_\_ all records, notes, documentation and other items that were used, created, or controlled by BPM Outsourcing Bdos, Ltd, dba TruckersBooks and AccountantsCAS.

**5. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.

**6. SEVERABILITY.** The parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**7. INJUNCTION.** It is agreed that if BPM Outsourcing Bdos, Ltd, dba TruckersBooks and AccountantsCAS violates the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate \_\_\_\_\_. Therefore, \_\_\_\_\_ will be entitled to seek injunctive relief (i.e., a court order that requires BPM Outsourcing Bdos, Ltd, dba TruckersBooks and AccountantsCAS to comply with this Agreement) to enforce the terms of this Agreement. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

**8. APPLICABLE LAW.** This Agreement shall be governed by the laws of the \_\_\_\_\_  
\_\_\_\_\_.

**9. CONFLICT RESOLUTION.** In the event of a dispute between the parties, the parties hereby also agree that the prevailing party shall be entitled to reasonable attorney fees and costs incurred as a result of the dispute.

**10. SIGNATORIES.** This Agreement shall be signed by Ron Johnson, President, on behalf of BPM Outsourcing Bdos, Ltd, dba TruckersBooks and AccountantsCAS and by \_\_\_\_\_, on behalf of \_\_\_\_\_. This Agreement is effective as of the date first above written.

PROTECTED PARTY:

\_\_\_\_\_

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

\_\_\_\_\_

NON-COMPETING PARTY:

BPM Outsourcing Bdos, Ltd, dba TruckersBooks and AccountantsCAS

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

Ron Johnson

President