

Non-Compete and Non-Disclosure for Employees

STATE OF TEXAS)

COUNTY OF DALLAS)

Non-Disclosure. Non-Compete Agreement

December 23, 20

This Non-Disclosure, Non-Compete Agreement is by and between Saigon1Stop Corp dba TaxSeasons (hereinafter "TaxSeasons") and (hereinafter "The Individual"). It is entered into in Dallas County, Texas, and is effective upon execution.

Whereas, TaxSeasons and The Individual have entered into an Agreement whereby The Individual is an part-time employee with TaxSeasons, each with certain rights, duties and responsibilities; and

Whereas, TaxSeasons is desirous of protecting its client base, trade secrets, and company business;

Now therefore, the parties have agreed as follows:

1. For and in consideration of Ten and no/100 (\$ 10.00) and other good and valuable consideration in hand paid to The Individual, the receipt and sufficiency of which is hereby acknowledged by The Individual, The Individual agrees as hereafter set forth.
2. TaxSeasons utilizes certain special business techniques, which include but are not limited to market analysis, forms, software programs, lists of customers and clients, and all other information regarding the manufacture and distribution of products and services. The Individual recognizes and acknowledges that all of such information is proprietary and belongs exclusively to TaxSeasons. This information is specialized and highly confidential, not generally known in the industry. The parties agree that this information constitutes trade secrets of TaxSeasons. The Individual recognizes and acknowledges that it is essential to TaxSeasons business to protect the confidentiality of such trade information and agrees that he/ she will not disclose to any person, firm, association or entity, either directly or indirectly, except as required by law or by written permission of TaxSeasons, any of such information or trade secrets of TaxSeasons that he acquires.
3. During the term of the underlying Employee Agreement, and for a period of thirty-six (36) months thereafter, The Individual agrees that he/ she will not disclose such information to any person, firm, association or entity, either directly or indirectly, except as required by law or by written permission of TaxSeasons, any of such information or trade secrets of TaxSeasons that he/ she acquires, for any reason or purpose whatsoever, unless such information has become common knowledge or as required by law.
4. During the term of the underlying Employee Agreement, and for a period of twelve (12) months thereafter, The Individual agrees that he/ she will not compete or enter into, or in any manner, take part in, either directly or indirectly, any business, profession or other endeavor which competes with selling any of the same products or services TaxSeasons sells or provides. During such period, The Individual shall not compete as an employee, agent, independent contractor, owner or in any other capacity whatsoever within Dallas County, Texas or Collin County, Texas.
5. During the term of the underlying Employment Agreement, and for a period of twelves (12) months thereafter, The Individual agrees that he/ she will not contact any then-existing client of TaxSeasons for the purpose of soliciting their business to sell them similar product lines or services on behalf of himself or any other person, firm, company, corporation, limited liability company or association.
6. The parties agree that the sole purpose of limiting The Individual's right to compete is to protect TaxSeasons from unfair competition. The parties further agree that if the scope or duration or enforceability of the restrictive covenant is in any way disputed at any time, an arbiter or trier of fact may modify and enforce the restrictive covenant under the then existing circumstances. The Individual acknowledges that he/ she has the ability to earn a livelihood without violation of such restrictions that her representation is a material condition to her retention by TaxSeasons as an Employee.
7. The Individual warrants that he/ she is not a party to any contract or agreement containing a non-competition clause or other restriction with respect to the following:
8. the service The Individual is to perform under the underlying Employee Agreement;



9. the use or disclosure of any information directly or indirectly

relating to TaxSeasons' business, or the services he is required to render pursuant to the underlying Employee Agreement;

8. The Individual agrees, on behalf of herself, her successors, heirs, executor or administrators, and any person, persons, or entity claiming under her, that neither this Agreement nor the underlying Employee Agreement, and the rights, interests and benefits thereunder can be transferred or assigned. The parties agree that any such attempt shall be null and void *ab initio* and shall relieve TaxSeasons of any and all obligations or liability thereunder.

9. In the event that any provision, paragraph or subparagraph of this Agreement is adjudged by any Court of law to be void or unenforceable in whole or in part, such adjudication shall not effect the validity and enforceability of the remainder of this Agreement, but shall be severed from the remainder of this Agreement.

10. This Agreement shall be interpreted under the laws of the State of

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above written.

X _____

X *Lan H. Buttery* _____

Signed By Lan Buttery
Signed On: March 16, 2019



Signature Certificate

Document name: Non-Compete and Non-Disclosure for Employees

🔒 Unique Document ID: EE83BE9E4DDBD53AFC89F2DEF6DD65DB9489DC75

LEGALLY SIGNED USING
WPsignature
Build. Track. Sign Contracts.

Timestamp

March 16, 2019 2:58 pm CST

Audit

Non-Compete and Non-Disclosure for Employees
Uploaded by Lan Buttery - taxseasons@gmail.com IP
72.128.157.242



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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