



Nondisclosure, Noncompetition & Confidentiality Agreement

(a) Below, the signor agrees to the following conditions detailed herein prior to being authorized to act on behalf of BW Unlimited. At all times while this agreement/covenant is in force and after its expiration or termination, BW Unlimited Staff member agrees to refrain from disclosing BW Unlimited’s customer lists, trade secrets, or other confidential material *BW Unlimited Staff member* agrees to take reasonable security measures to prevent accidental disclosure and industrial espionage. Furthermore, this agreement is to be considered a confidentiality Agreement. All information herein as well as all other business related agreements is to remain confidential.

(b) While this agreement/covenant is in force, the employee agrees to use his best efforts to consult BW Unlimited and to abide by the nondisclosure and noncompetition terms of this agreement; the employer agrees to compensate the BW Unlimited Staff member for working as a Team member at events at the agreed upon hourly rate as well as 10% of the gross of an event if the member is responsible for BW Unlimited being hired to help a charity with items for an event or to assist them by working their event as the event managers. This compensation package is only offered and authorized to BW Unlimited Staff member and will stay in place for the length of the agreement/covenant unless otherwise planned for and authorized by both parties – BW Unlimited Staff member and BW Unlimited, llc. This prohibition will not apply if this agreement/covenant is terminated because BW Unlimited violated the terms of this agreement. Competition means owning or working for a business of the following type: Charity Fundraising Consultation, Providing “No Risk Auction Items” or consultation for the proper Management of Charity Fundraising Events.

(c) This covenant stays in force for a period of five (5) years with a radius of 5,000 miles from BW Unlimited Charity Fundraising. *BW Unlimited Staff member* agrees to pay liquidated damages in the amount of \$20,000.00 for any violation of the covenant not to compete contained in subparagraph (b) of this paragraph.

IN WITNESS WHEREOF, *George F. Wooden of BW Unlimited and BW Unlimited Staff member* have signed this agreement.

George F. Wooden Jr.
President, BW Unlimited, llc.

(PRINT NAME HERE)

Date: _____
Date of Signature

Signature of BW Unlimited Representative