

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is entered into this _____ day of _____, _____, between _____, an independently owned and operated franchised business., (hereinafter referred to as "TRULY"), and the Employee whose signature appears below, (hereinafter referred to as "EMPLOYEE").

Truly Nolen _____ (hereinafter referred to as "TNAI") is the lawful owner of Truly Nolen Logo and Marks licensed under agreement to this franchisee TRULY.

TRULY is engaged in the business of pest and termite control, and lawn service. During the EMPLOYEE's employment, TRULY will confide to the EMPLOYEE certain information concerning facts, techniques, trade secrets, methods, manuals, *confidential information pertaining to customers*, such as names, address, telephone numbers, prices, services, requirements as to dates and times of services, etc., and special knowledge concerning TRULY's businesses, (and other businesses which TRULY may now operate or will operate in the future or businesses operated by the franchisor TNAI), which the EMPLOYEE would not otherwise obtain. The EMPLOYEE understands and agrees that the facts and information pertaining to TRULY's customers are valuable business assets of TRULY, are confidential, would be invaluable in the hands of any competitor, and would irreparably damage TRULY's and TNAI's business and good will.

In consideration of the promises of the EMPLOYEE hereinafter set forth, and his promise not to compete as stated herein, and upon such terms of compensation as shall be mutually agreed upon, which are hereby incorporated by reference, TRULY hereby employs the EMPLOYEE. THEREFORE, in consideration of the employment by TRULY, and the mutual promises and agreements herein contained, the parties hereto agree as follows:

1. **CONFIDENTIALITY.** The Employee understands and agrees that it would be extremely damaging to the business of TRULY and to the businesses of TNAI if confidential information were disclosed or made available, directly or indirectly, to another person, corporation, firm, business entity, competitor, or other third party. The Employee agrees that he/she will not, at any time during his/her employment with TRULY or for a term of two (2) years after his/her employment with TRULY ceases: (a) directly or indirectly disclose any such confidential information to another person, corporation, firm, business entity, competitor, or other third party; or (b) in any manner copy, reproduce, record, make facsimiles of, abstract, summarize, remove, use, keep, or otherwise deal in or with such confidential information, except in each instance to the extent required during his/her employment with the Company for the good faith performance of his/her job duties.

2. **NO COMPETITION DURING EMPLOYEMENT.** The Employee agrees that during the term of this Agreement, or during any employment with TRULY, that he will not either directly or through the activities or efforts of any third person, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of TRULY or TNAI, or solicit work for or accept any business from any existing customer of the company on behalf of himself or for others.

3. **COMPETITION AFTER TERMINATION.** The EMPLOYEE further agrees and promises as a part of this Agreement that for a period of (2) years (which period of time the parties agree is reasonable), following termination of employment, voluntary or involuntary, the EMPLOYEE shall not for any reason, directly or indirectly, on behalf of himself, or for others, or in conjunction or conspiracy with any person, partnership, joint venture, corporation, or other business entity, directly or indirectly, do any of the following:

A. Use for his own purposes, divulge, disclose, or communicate in any manner whatsoever (to any outside third person, firm, or corporation), any confidential information affecting or relating to TRULY's or TNAI's business, facts, techniques, trade secrets, methods, manuals, and special knowledge concerning TRULY or TNAI's.

B. Induce, solicit, entice, or attempt to take away any of TRULY's or TNAI's employees.

C. Attempt to induce customers whom he/she the Employee called upon, catered to, or serviced during the last year (365 days) he was employed by TRULY to cease doing business in whole or in part with TRULY, or in any other manner, injure or attempt to injure TRULY's relationship with these customers.

D. The EMPLOYEE may compete with TRULY after leaving employment either as an individual business person or as an employee of another business entity. However, in doing so, the EMPLOYEE for a two (2) year period, after termination of employment, must not, by himself or through another business entity, either directly or indirectly, call upon, solicit, divert, service or take away any of TRULY's or TNAI's customers whom the EMPLOYEE called upon, serviced, or carried out any business relationship during any part of the last year (365 days), the EMPLOYEE was employed by TRULY. Any restriction under the immediately preceding sentence regarding the EMPLOYEE calling upon, servicing, or carrying out of any business relationship shall apply only to the County or Counties in which the EMPLOYEE personally worked for TRULY during the last year (365 days) of employment.

4. **INJUNCTIVE RELIEF.** EMPLOYEE agrees that in the event of a breach or threatened breach in whole or in part of this Agreement, then the EMPLOYEE consents to and agrees that TRULY and TNAI are entitled to obtain an injunction, temporary and permanent, restraining the EMPLOYEE from violating any of the provisions of this Agreement. The EMPLOYEE specifically waives the defense that a remedy at law is adequate and hereby agrees that TRULY shall suffer irreparable harm if he violates any of the provisions herein. This injunctive relief, whether temporary, preliminary, or permanent, shall be in addition to any other remedies TRULY may elect to invoke against the EMPLOYEE for his breach in whole or in part of this Agreement.

5. **LIQUIDATED DAMAGES.** The parties agree that it would be impractical or extremely difficult to fix the total monetary loss resulting from a breach by the EMPLOYEE of any of the provisions of this Agreement. Therefore, the EMPLOYEE agrees that if he breaches any of the provisions of this Agreement, he shall pay to TRULY, as liquidated damages, nine (9) times the then existing *monthly rate* (or equivalent thereof) of each customer or account lost by TRULY due to EMPLOYEE's breach of the Agreement. Said sum is fair and is not a penalty or forfeiture, but is a portion of the recognized damages which will be sustained by TRULY. The EMPLOYEE shall be permitted to pay the liquidated damages amount in nine (9) monthly installments beginning one (1) month after the earlier of either the date when the customer terminated the services of TRULY or when the EMPLOYEE, directly or indirectly, first began providing services to the customer. This provision for liquidated damages does not preclude equitable jurisdiction or injunctive relief.

6. **RETURN OF PROPERTY.** Upon termination of employment with TRULY, all business related documents including, but not limited to records, notebooks, contracts leads or lead logs, sales materials, rate books, customer lists, certificates, and any and all other Employer information or their related documents pertaining to the Company's past, present, or potential customers, including copies of notations, whether prepared by the EMPLOYEE or others, shall be returned immediately to the person or place designated by TRULY. The EMPLOYEE shall also return at that time, any vehicles, keys, credit cards, identification cards employment accessories, or the like, which may have been issued to EMPLOYEE during EMPLOYEE's term of employment. The EMPLOYEE specifically agrees that, to the extent permitted by law, TRULY may deduct from his final paycheck the fair and reasonable value of any property not returned to TRULY.

7. **SEVERABILITY OF PROVISIONS AND REFORMATION.** It is the intent of the parties hereto that all of the provisions set forth herein are severable and independent. In the event any of the provisions should be held to be invalid or unenforceable, all other provisions shall remain in full force and effect. Any provision herein which is determined to be overly broad or restrictive by a competent court of law may be reformed to the extent necessary to be legally enforceable.

8. **TERMINATION AT WILL AND MISCELLANEOUS.** The parties to this Agreement expressly agree that the employment relationship created by this Agreement is at will and may be terminated by TRULY without cause or prior notice to EMPLOYEE. The parties expressly agree that the laws of the State where this Agreement was signed shall govern the validity, construction, interpretation, and effect of this Agreement.

9. **ATTORNEY'S FEES FOR BREACH.** Upon any lawsuit or suit in equity brought by TRULY to enforce the terms of this Agreement, the EMPLOYEE agrees to pay reasonable attorney's fees, costs, and expenses incurred by TRULY, in addition to all relief given to TRULY by the Court.

10. **NO MODIFICATION OTHER THAN IN WRITING.** The Employment Agreement shall remain in full force and effect during the EMPLOYEE's entire employment with TRULY unless and until a new Employment Agreement is entered into in writing and signed by the parties. This Agreement shall apply to the EMPLOYEE even though his duties and compensation may change from time to time. No supervisor, manager, or other agent of TRULY is authorized to create a different employment relationship, agreement, modification, contract, or waiver of any provisions herein (either express or implied) with the EMPLOYEE, than that stated herein, and none will be recognized as valid, unless it is in writing, is designated as an Employment Agreement, and is signed by the EMPLOYEE and an authorized TRULY representative.

11. **PARTIES, SUCCESSORS, AND ASSIGNS.** As used throughout this Agreement: (a) the term TRULY or TRULY NOLEN, shall include not only TRULY NOLEN, but also as applicable, any or all of its subsidiaries, franchises, whether now owned or acquired by it, and its successors and assigns; and (b) the terms "he", "him", shall in the case of a female employee, be deemed to mean "she", "her", and "hers", as the case may be. This Employment Agreement supercedes any previous Employment Agreement (either expressed or implied) entered into between TRULY and EMPLOYEE.

IN WITNESS WHEREOF, these parties have executed this Employment Agreement in the City of _____

County of _____, State of _____, the day and year herein first above written.

EMPLOYEE:

(PRINT NAME)

'Your Business Name'.
by:

(SIGNATURE)

Title: