

Non-Disclosure and Non-Competition Agreement

_____ (herein called "Employee") and BOF, Incorporated, a Nebraska Corporation, and Kaitenell, Incorporated, an Iowa Corporation, d/b/a Pro Copy ("Employer"), hereby agree as follows:

1. **Employer's Business:** Employer is engaged in the business of photocopy, reproduction, xerography, digital imaging and related services in Omaha, Nebraska and Des Moines, Iowa and surrounding communities and metropolitan areas ("Employer's Business").
2. **Employment:** Employee has requested that Employer employ Employee in Employer's Business ("Employment") and has further requested Employer pay Employee a salary, wage, and/or commission, and provide Employee other benefits in compensation for the work performed by Employee in the course of Employment to be determined by Employer ("Compensation").
3. **Non-Competition:** In consideration for the Employment of Employee by Employer and the payment of Compensation to Employee by Employer, and the mutual covenants and agreements herein contained, the sufficiency of which are hereby acknowledged by Employee, Employee hereby covenants and agrees with Employer that Employee will not, at any time during the Term and within the Territory (as hereinafter defined):
 - a) engage directly or indirectly in soliciting or performing any work or service for any of Employer's Customers (as hereinafter defined), in any Competitive Business (as hereinafter defined), whether such engagement shall be as a promoter, owner, officer, director, employee, salesperson, contractor, partner, lessee, lessor, venturor, agent, advisor, consultant, participant, or otherwise;
 - b) assist or consult with others in engaging in any Competitive Business or soliciting or performing any work or services for Employer's Customers in any manner;
 - c) induce any employee or salesperson of Employer to terminate his employment or relationship with Employer in order to engage in any Competitive business or to solicit or perform work or services for Employer's Customers in any manner.
4. **Competitive Business:** "Competitive Business" shall mean any business of the type hereinafter engaged in by Employer, including, but not limited to, Employer's Business.
5. **Employer's Customers:** "Employer's Customers" shall mean any and all Employer's customers, clients, or accounts with whom Employee has personal contact or otherwise transacts Employer's Business during Employee's Employment.
6. **Territory:** "Territory" shall mean all of the following, if Employer's Business has been transacted there:
 - a) Douglas County, Nebraska, and
 - b) Washington County, Nebraska, and
 - c) Sarpy County, Nebraska, and,
 - d) Lancaster County, Nebraska, and,
 - e) Pottawattamie County, Iowa, and
 - f) Polk County, Iowa, and
 - g) Story County, Iowa, and
 - h) Marshall County, Iowa, and
 - i) Jasper County, Iowa, and

- j) Marion County, Iowa, and
 - k) Warren County, Iowa, and
 - l) Madison County, Iowa, and
 - m) Dallas County, Iowa, and
 - n) Boone County, Iowa.
7. **Term:** "Term" shall mean herein, collectively, the period of Employee's Employment and the one year period commencing on the date of the termination of Employee's Employment, regardless of the reason or cause for termination, if any.
 8. **Non-Disclosure:** Employee hereby agrees to protect, not to disclose at any time, either during or subsequent to Employment, directly or indirectly, to anyone not an officer or employee of Employer, and not to use at any time, either during or subsequent to Employment with Employer, except in the course thereof, any Confidential Information unless the written consent of Employer is first secured. Employee further agrees that every document, notation, record, drawing or other material which contains Confidential Information which Employee makes or acquires during Employment is and shall be the sole and exclusive property of Employer and that Employee will deliver to Employer at its request every copy, abstract or reproduction thereof, which Employee makes or acquires and, in any event, immediately upon termination of Employment. As used in this Agreement, the term "Confidential Information" means information or data disclosed to Employee or known by Employee as a consequence of or through Employment by Employer, including information conceived, originated, discovered or developed by Employee, not generally known in the relevant trade or industry and not freely available to persons not employed by Employer, about Employer's products, processes, business operating procedures, trade secrets and information relating to, but not limited to, services, marketing, distribution, customer lists, financial data, pricing, and other management and marketing plans.
 9. **Termination:** This Agreement is not a contract of Employment. Nothing contained in the Agreement shall constitute, or shall be construed to constitute, a limitation on the right of Employer to terminate Employee's Employment at any time, with or without cause.
 10. **Enforcement:** It is the desire and intent of the parties hereto that the provisions of the Agreement shall be enforced to the fullest extent permissible under the laws and public policies employed in each jurisdiction in which enforcement is sought. Accordingly, to the extent that any provision contained in this agreement shall be adjudicated to be invalid or unenforceable, to the extent permitted by applicable law it shall be deemed amended to delete or modify the portion thus adjudicated to be invalid or unenforceable, such deletion or modification to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made, and to be made only to the extent necessary to cause the provision as amended to be valid and enforceable.
 11. **Remedies:** Employee acknowledges and understands the rights and protections afforded Employer by this Agreement are of a special and unique nature, given the extent to which customer goodwill and the establishment of such goodwill is the key to Employer's Business, the loss of which cannot be accurately compensated for in damages by an action at law, and that the breach or threatened breach of the provisions of this Agreement, Employer shall be entitled to an injunction restraining Employee from such breach. Nothing herein contained shall be construed as prohibiting Employer from pursuing any other remedies available for any breach or threatened breach of the Agreement and pursuit of any injunction shall not be an exclusive election of such remedy.
 12. **Binding Agreement; Benefit:** The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

13. **Governing Law; Forum:** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nebraska. The parties hereto irrevocably consent to the jurisdiction and venue of the District Court of Douglas County, Nebraska, with respect to any action relating to the Non-Competition Agreement.

14. **Entire Agreement:** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties with respect thereto, including but not limited to any prior agreements or understanding between Employer and Employee.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date written below.

Dated:

Employee:

print name

BOF, Incorporated, d/b/a Pro Copy, Employer, and
Kaitenell, Incorporated, d/b/a Pro Copy, Employer

by: _____

Mark J. Roberts, President