

**PRIOR EMPLOYER AGREEMENT**

This agreement is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between \_\_\_\_\_ (the “Company”), and \_\_\_\_\_ (“you”).

**Confidential Information**

The Company has a policy that prohibits the improper use by employees of any confidential materials belonging to a former employer or other third party. We affirmatively advise new employees that the Company does not utilize such materials. You acknowledge that the Company’s policy has been communicated to you.

You hereby agree that you shall not disclose any such confidential information, directly or indirectly, or use any such information in any way while employed by the Company. You further agree that all records, documents, and similar items relating to the business of your former employer are no longer in your possession and shall not be utilized in any improper way while employed with the Company.

**Non-Solicitation**

You hereby represent that you initiated the contacts which subsequently led to your employment by the Company or, if the Company solicited you for employment, that it did so in a manner which did not violate any contractual or other provisions applicable to you.

**No Restrictions on Employment**

You hereby represent that you have not entered into any agreement with or made any commitment to any prior employer or other third party which would in any way affect or limit your employment with or your ability to carry out your duties with the Company, or if you have, such agreement will not prohibit you from employment with the Company or carrying out all duties with the Company. You acknowledge that in the event you are party to such an agreement, your obligations, if any, under such agreement are personal to you and are not the responsibility of the Company. Your continued employment by the Company is subject to the successful resolution by you of any restrictions to which you may be subject.

**Reliance by the Company**

The Company has relied upon your representations in this agreement in extending an offer of employment. You acknowledge that a violation by you of the terms of this agreement may be grounds for dismissal.

IN WITNESS WHEREOF, the parties have signed this agreement this day and year stated above.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Employee