



EXECUTIVE TEAM MEMBER NON-DISCLOSURE, NON-SOLICITATION AND NON-COMPETE AGREEMENT

B2B welcomes you as an Executive Team Member (“ETM”)!

By accepting this role within your group, you agree to follow all Business to Business Networking Group, LLC. (“B2B”) policies and procedures. You agree to contact B2B in the event that the continued functioning of your group is affected, threatened or jeopardized. You will be given training and access to materials that are deemed proprietary by B2B, and which would likely cause harm to B2B if the materials were ever copied and disclosed. Your tenure as a ETM may be terminated for any reason, with or without notice. You agree that you are not an agent or employee of B2B, and your duties and responsibilities are limited as set forth in the Executive Team Overview. Under no circumstances shall ETM look to B2B for compensation or benefits accorded to B2B's employees. The Term of this position is 6 months (Jan. - June or July – Dec.) unless terminated earlier.

Non-Compete: As an ETM, you will have access to confidential information of B2B. You expressly agree, during the term of this Agreement and for a period of one (1) year after your participation in B2B (in any manner) ceases, you will not, directly or indirectly: (i) engage in activity that would compete with B2B; (ii) participate or assist in any manner whatsoever with any chapter, region, individual or group that breaks from B2B; or (iii) solicit any employee, consultant, member, or vendor of B2B to engage in competition with B2B. This includes, but is not limited to, starting, assisting, taking employment with or providing services to competing organizations (i.e. a business networking group that meets regularly and allows only one person per professional classification to join), disclosing information/techniques, or allowing B2B methods to be seen or copied. ETM recognizes that the member list is also property of B2B. After participation in B2B ends, except as provided for in (ii) of this section, ETM can join any other networking organization, and can assist other networking groups that do not restrict membership to one representative for each professional classification (as defined by the organization) and which do not meet regularly. ETM agrees that this non-compete clause is reasonably necessary to protect the specialized materials and confidential information that ETM will acquire, develop or refine as a result of ETM’s participation in B2B. This Agreement shall not restrict ETM from practicing ETM’s primary trade, such that this non-compete clause shall not operate to restrict ETM from earning a livelihood. The geographic scope shall be limited to either the state in which ETM's chapter meets, or a 75 mile radius from ETM's chapter, whichever is greater, as permitted by applicable state law. It is the intention of the parties that this non-compete clause be enforced to the fullest extent possible pursuant to state law, and that should any court find a portion of this non-compete clause unenforceable, that court shall be empowered to amend or delete such clause, and make any other changes that may be necessary to ensure that the remainder of this non-compete clause is valid and enforceable.

Non-Disclosure: ETM agrees that any materials provided by B2B are of a proprietary nature and the exclusive property of B2B. ETM shall protect all such property, adhere to the B2B Branding Standards, and shall relinquish any rights to such property upon termination of this Agreement. It is also agreed that at B2B’s request or at the completion of ETM’s tenure, all materials, and all copies thereof (printed or electronic), will be returned to B2B or destroyed. ETM acknowledges that ETM’s obligations hereunder are irrespective of any other dispute ETM may have with B2B. The obligation not to disclose this material or information and to use it solely for B2B-related business shall survive the termination of this Agreement.

Remedies: You agree breach of this Agreement will cause immediate irreparable harm to B2B for which there is no adequate remedy at law; B2B may seek an immediate injunction without requirement of a bond; that the injunctive relief shall be in addition to all other remedies for any breach and that damages may be awarded pursuant to law; and that B2B will be entitled to legal fees in the event they prevail in legal action taken to enforce the terms and conditions of the Agreement herein.

Entire Agreement/Severability: This Agreement contains the entire agreement related to your position as an ETM, this supersedes any prior agreement related thereto, and this may not be altered except by a written document signed by both parties. If any provision of this Agreement is invalid or unenforceable the remainder of the Agreement shall not be affected. B2B is a third-party beneficiary of this Agreement.

I agree to the terms and conditions as set forth above.

Print Name: _____ Date: _____

Signature: _____ Group Name: _____

Please Circle Your Position: Regional Director Regional Support President Vice President Secretary
Regional Ambassador

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