**EMPLOYEE NON-COMPETE AGREEMENT**

 **THIS EMPLOYEE NON-COMPETE AGREEMENT** is made and entered into this \_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between Company Name (“Employer”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Employee”).

 **WHEREAS**, Employee desires to obtain a certification in \_\_\_\_\_\_\_\_\_\_\_\_ (the “Program”); and

 **WHEREAS**, Employer is willing to pay the full costs and expenses of the Program in exchange for Employee agreeing to the provisions contained herein.

 **NOW, THEREFORE, WITNESSETH**, that for and in consideration of Employer’s payment of the costs and expenses of the Program and such other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties agree as follows.

1. Employer hereby agrees to pay all of the costs and expenses for the Program on behalf of Employee. Employee shall have Nine (9) months from the completion of the course work to pass the applicable test requirements to obtain the Program’s certification. In the event Employee fails to pass the test requirements, Employee shall reimburse Employer for all costs and expenses expended by Employer with respect to the Program. In such event, Employee shall have up to Six (6) months to reimburse Employer.
2. In consideration for Employer paying for the Program, Employee covenants and agrees, for a period of \_\_\_\_\_\_\_\_\_\_ from the date hereof, not to voluntarily terminate his employment with Employer. In the event that Employee voluntarily terminates his employment with Employer during said two (2) year period, Employee agrees that, for the number of months remaining in the said two (2) year period, Employee will not, whether by himself or in partnership or in conjunction with or as an employee, officer, director, manager, member, shareholder, agent or in any other capacity of any other person, entity, firm or corporation, either directly or indirectly, undertake or carry on or be engaged or have any financial or other interest in, or in any other manner advise or assist any person, firm, corporation or other entity engaged or interested in, or any other business involving, telecommunications or managed services carried on in the States of West Virginia, Ohio, Pennsylvania, Kentucky or Indiana, without the prior written consent of Employer.
3. Employee hereby expressly recognizes that the covenant not to compete set forth in this Agreement is supported by good and valuable consideration, is reasonable because it does not impose undue hardship on Employee, is not injurious to the public and is no greater than necessary to protect the legitimate interests of Employer, and is no greater than required for the protection of such interests. However, notwithstanding the foregoing, in the event that the covenant not to compete set forth in this Agreement shall be determined by a court of competent jurisdiction to be unenforceable for any reason, then such covenant shall be interpreted to extend over such less maximum geographical area, period of time, range of activities and other restrictions as to which the same may be enforceable.
4. Nothing contained herein shall be construed as changing Employee’s status as an “AT WILL” employee.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Company Name

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Employee