**Exhibit B**

**Covenant Not to Compete; Non-Solicitation; Confidentiality**

1. The Seller and the Owner each covenant and agrees to the following: (1) Seller and the major stockholders of the Seller will agree not to engage in any activities competing with the Business within 24 months of the closing of the transaction, nor consult, advise, join or start a new competitive entity in the **[LIST ADJACENT AND APPLICABLE INDUSTRIES] industries**. (2) or for a period of 2 years following the Closing Date recruit or employ (whether as an employee or independent contractor) any of the Business’s current employees or independent contractors.

2. The Seller and the Owner shall hold the Confidential Information in confidence and shall not use the Confidential Information for any purpose other than in furtherance of the Buyer’s operation of the Business without the Buyer’s express written consent. The Seller and the Owner recognize that Confidential Information involves one of the Buyer’s valuable and unique assets. “**Confidential Information**” means information directly or indirectly involving the Business that is not available or open to the public generally.

3. The Seller and the Owner each has carefully read and considered the provisions of this Exhibit B and having done so, agrees that the restrictions set forth herein are fair and reasonable given the terms and conditions of this agreement, the nature of the Seller’s and its affiliates’ business, the area in which the Seller and its affiliates market their products and services, and the consideration being provided pursuant to this agreement. In addition, the Seller, and the Owner each specifically agrees that the length, scope, and definitions used in the covenant not to compete, and other restrictions set forth in this Exhibit B are fair and reasonable.

4. The Seller and the Owner each acknowledges and agrees that its breach of any of the agreements in this Exhibit B would result in irreparable damage and continuing injury to the Buyer. Therefore, in the event of any breach or threatened breach of such agreements, the Seller, and the Owner each agrees that the Buyer will be entitled to an injunction from any court of competent jurisdiction enjoining such person or entity from committing any violation or threatened violation of those agreements.