

**Assignment  
of Customer Service Agreement(s)**

**EFFECTIVE DATE:** \_\_\_\_\_ [insert date of publication to website]. Customer may request a prior version of the Assignment of Customer Service Agreement(s) (this “**Assignment**”), if any, by contacting Dealer at \_\_\_\_\_ [insert Dealer Contact].

In consideration for the compensation set forth in the corresponding Purchase Order or other agreement (each, an “**Order**”), Dealer hereby assigns, sells and transfers all of its right, title and interest under the John Deere Customer Service Agreement(s) (“**CSAs**”) specified in the Order “**AS IS**” to the customer, purchaser or buyer specified in the Order (“**Customer**”), subject to all the terms of the applicable CSAs, each of which is incorporated herein and made a part hereof.

Customer acknowledges and agrees that this assignment is subject to the approval of Deere, and that Deere may approve or reject the assignment for any reason. Accordingly, this Assignment will become effective only upon approval by Deere, and Customer acknowledges that it will not have any claim against Dealer for a refund or otherwise if Deere refuses to accept the assignment.

TO THE EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY STATEMENTS BY DEALER NOT STATED HEREIN, DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE CSAs AND THE PERFORMANCE OF ANY AND ALL SERVICES, LICENSE OF SOFTWARE OR OTHER OBLIGATIONS THEREUNDER AND ALL WARRANTIES ARE EXPRESSLY DISCLAIMED BY DEALER, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (B) ANY WARRANTY AS TO ACCURACY, AVAILABILITY OR CONTENT OF ANY SOFTWARE OR SERVICES PROVIDED UNDER THE CSAs; AND (C) ANY OTHER WARRANTY. NO PROVISION HEREOF SHALL BE DEEMED TO MODIFY, EXPAND OR ADD TO ANY TERMS OF USE, REPRESENTATIONS, WARRANTIES, MAINTENANCE OR SUPPORT OBLIGATIONS OF DEERE OR ANY OTHER SERVICE PROVIDER, SOFTWARE LICENSOR, OR MANUFACTURER OF ANY GOODS, HARDWARE OR SOFTWARE RELATED TO, PROVIDED, OR LICENSED UNDER, THE CSAs. TO THE FULLEST EXTENT PERMITTED BY LAW, REGARDLESS OF THE FORM OF REMEDY, CLAIM OR CAUSE OF ACTION (WHETHER CONTRACT, STATUTE, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), SHALL DEALER’S LIABILITY TO CUSTOMER OR ANY OTHER PERSONS OR ENTITIES RELATED TO THE ASSIGNMENT OF THE CSAs OR PERFORMANCE THEREUNDER EXCEED THE LESSER OF ONE HUNDRED U.S. DOLLARS (\$100.00) OR THE PRICE PAID BY CUSTOMER TO DEALER FOR THE SPECIFIC CSAs ASSIGNED HEREUNDER.

Customer hereby acknowledges that (a) it has received or been provided access to the CSAs and been provided the opportunity to have this Assignment and the applicable CSAs reviewed by legal counsel and (b) Dealer is only assigning its interest in the CSA and has no liability for any acts or omissions of Deere or any other party relating to the CSA. Customer hereby accepts the assignment and assumption of the CSAs, acknowledges that it understands the terms of this Assignment and each applicable CSA and agrees to be bound by the terms and provisions thereof in place of Dealer, including, without limitation, the payments coming due thereunder. Customer further acknowledges that any data or information used in connection with the CSA is subject to and governed by privacy policies published by Dealer, Deere, and various third party service providers, as such policies may be amended. Any person agreeing to be bound by this Assignment on behalf of Customer has been properly authorized and empowered to enter into, and bind Customer to, this Assignment and the underlying CSAs.

Where applicable, the Activation Date identifies the date upon which it is agreed that the services covered by the applicable CSA are to begin, including when the services software and compatible hardware may be authorized to transfer data. However, the date upon which actual transmission of data from the compatible hardware begins may be dependent upon several factors, including the provision of power to the compatible hardware and/or software.

## EMPLOYEE AGREEMENT

**THIS EMPLOYEE AGREEMENT** (this “Agreement”) is made and entered into by and between Wm. Nobbe & Company, Inc. (the “Company”) and the undersigned employee of the Company (the “Employee”).

**WHEREAS**, the Company desires to employ or continue to employ the Employee and, in connection with such employment, the Company desires to protect its confidential and proprietary information, trade secrets, customer relationships, personnel relationships, goodwill, and other valuable assets, and to protect its business from unfair competition by the Employee as further described herein; and

**WHEREAS**, in material consideration of and for the Company’s employment of the Employee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Employee agrees to comply with the covenants set forth in this Agreement.

**NOW, THEREFORE**, the parties agree as follows:

### **Non-disclosure of Trade Secrets and Other Confidential Information.**

The Employee recognizes and acknowledges that during the course of employment with the Company, the Employee will become possessed of certain trade secrets and other valuable and confidential information concerning matters affecting or relating to the Company and its business, customers and personnel. Such information may include, without limitation: financial information concerning the Company; the Company’s profit margins, pricing formulas and strategies; the Company’s earnings, revenue and sales volume; compensation information; the names, mailing addresses, email addresses and telephone numbers of customers and prospective customers of the Company; the terms (including price terms) of contractual relations with such customers; the requirements of such customers or prospects; customer lists or prospect lists; data obtained from or regarding Company’s customers, wholesalers, vendors or suppliers, information concerning the Company’s services, transactions or proposed transactions; the identity of the parties with whom or which the Company does business; the identity of the Company’s vendors and suppliers; the terms (including price terms) of the Company’s relationships with its vendors and suppliers; supplier lists; tax-related information regarding the Company; information regarding the Company’s personnel; contracts; processes,

technology and/or “know-how” used in connection with the Company’s business; computer-stored data and databases; specifications and programs; and other information relating to the Company’s business methods, operations, relationships and activities, policies, procedures, plans, customers, suppliers, vendors, consultants, agents, affiliates, assets, technical needs, developments, projects, purchases, marketing and sales strategies and practices.

The Employee recognizes and acknowledges that such information is valuable, special and essential to the successful and effective conduct of the Company’s business, and has been developed or acquired by the Company at substantial cost and expense. The Employee further acknowledges and agrees that the sale or unauthorized use or disclosure of any of the Company’s trade secrets or confidential information obtained by the Employee during employment with the Company constitutes unfair competition. Therefore, the Employee shall not, either during the period of the Employee’s employment with the Company or during the ten (10)-year period following termination of the Employee’s employment with the Company (regardless of reason), use any of the Company’s trade secrets or confidential information, or disclose, divulge or otherwise communicate any of the Company’s trade secrets or confidential information to any person, corporation, firm, company or business entity

other than the Company, for any reason or purpose whatsoever, except as necessary to perform services for the Company or as may be required by applicable law or authorized by the prior written consent of the Company.

Further, upon termination of the Employee's employment with the Company, regardless of reason, the Employee shall promptly return to the Company any and all written materials, documents, plans, computer discs or other computer-stored or generated material in the Employee's possession obtained or created as a result of the Employee's employment which contains any such information or otherwise relates to the Company's business activities, products or relationships, including any and all copies or reproductions thereof.

Without limiting any covenant or obligation stated herein, the Employee acknowledges and agrees that it will not violate any term or provision of the Company's privacy policy(ies) or information security program(s), if any, and as applicable and as amended by Company from time to time.

#### **Non-solicitation of Customers.**

The Employee recognizes and acknowledges that the Company has made substantial investments in establishing and maintaining its customer relationships, patronage and goodwill, and that during the course of employment with the Company, the Employee will be in contact with such customers and will become privy to certain confidential information concerning such customers.

During the period of the Employee's employment with the Company and for a period of [REDACTED] ( ) year(s) immediately following termination of the Employee's employment with the Company, regardless of reason, the Employee shall not, directly or indirectly, either on the Employee's own behalf or for any other person, corporation, firm, company or business entity, solicit, call upon, intentionally divert or attempt to divert, or intentionally influence or attempt to influence, any of the Company's customers to transfer their business or patronage from the Company to the Employee or to any Competing Business (as defined in Section 3 below) or to otherwise buy products or services from, or contract with, any Competing Business.

#### **Covenant Not to Compete.**

The Employee agrees that during the period of the Employee's employment with the Company and for a period of [REDACTED] ( ) year(s) immediately following termination of the Employee's employment with the Company, regardless of reason, the Employee shall not: (a) compete with the Company in the Restricted Territory (as defined below) by (i) selling or servicing equipment or parts manufactured by John Deere (i.e., Deere & Company) or any other farm or agricultural equipment or implements and/or lawn and garden equipment or implements, [Note: Other specific types of equipment, such as construction equipment or utility vehicles should be added, if applicable.] or (ii) offering other services relating to the use of such equipment that are similar to those offered by Company to its customers (the products and services referenced in provisions (i) and (ii) may be collectively referred to herein as the "Competing Products and Services"); or (b) become employed by, provide independent contractor services to, or become connected in any manner with, the ownership, management, operation or control of any Competing Business (as defined below). For purposes hereof, the "Restricted Territory" shall mean a [REDACTED] ( )-mile radius from the Company's dealership location in [REDACTED].

[Note: If the Company has more than one dealership location, and the Employee may perform services or manage operations at (or for) multiple locations (which will be typical for IS personnel), then the immediately preceding sentence should be replaced with the following sentence: For purposes hereof, the "Restricted Territory" shall mean a [REDACTED] ( )-mile radius from each of the Company's dealership locations.] Further, for purposes hereof, a "Competing Business" shall mean any business, dealership, company, firm, sole proprietorship, limited liability company, partnership, corporation or other entity or organization that engages in the sale of Competing Products and Services in the Restricted Territory.

#### **Non-solicitation of Company Personnel.**

The Employee recognizes and acknowledges that the Company has made substantial investments in the training of its personnel, all of whom have or

will become possessed of certain trade secrets and other valuable and confidential information concerning matters affecting or relating to the business of the Company and its customers. Accordingly, the Employee agrees that, during the period of the Employee's employment with the Company and for a period of ( ) year(s) immediately following termination of the Employee's employment with the Company, regardless of reason, the Employee shall not solicit or hire for any other employer or on his/her own behalf any employee or agent of the Company, or directly or indirectly cause any such employee or agent to terminate such employment or agency relationship with the Company in order to work for another.

### **Understanding of the Parties.**

It is mutually understood and agreed by and between the Employee and the Company that the restrictions contained in the foregoing sections of this Agreement are fair and reasonable (including, but not limited to, the time period or duration of the restrictions set forth in Sections 1, 2, 3 and 4 above, and the geographic scope of the restriction set forth in Section 3 above), and are reasonably required for the protection of the Company's business. Further, the Employee specifically acknowledges and agrees that the Company would suffer irreparable harm in the event the Employee breaches any such restrictive covenants. As used in this Agreement, the term "Company" will generally be deemed to include any entity that is a parent company, affiliated company or subsidiary, in each case, of the Company; provided, however, that for purposes of the non-competition covenant herein, "Company" will only be deemed to include any entity that is a parent company, affiliated company or subsidiary, in each case, of the Company if Employee performed services for such entity and such entity offers one or more Competing Products and Services.

### **Remedies.**

In the event of a breach or threatened breach by the Employee of any provision of this Agreement, the Company shall be entitled to an injunction restraining the Employee from such breach or threatened breach, without the necessity of posting a bond. Nothing contained herein shall be construed to prohibit the Company from pursuing any other remedies available to it for such breach

or threatened breach, including recovery of damages from the Employee. Moreover, if the Company prevails against the Employee, in whole or in part, in any action to enforce any provision of this Agreement, whether for injunctive relief or damages or both, then in addition to whatever injunctive relief or damages may be awarded, the Company shall be entitled to its costs incurred in the successful pursuit of such action or portion thereof, including reasonable attorneys' fees. In addition, and without limiting the foregoing, the Company shall also be entitled to an accounting of, and shall be entitled to recover from the Employee, all profits, compensation, commissions and other remuneration which the Employee realizes, directly or indirectly, as a result of or in connection with any action taken by the Employee which violates any restriction(s) set forth in this Agreement.

### **Severability/Savings Clause.**

The parties agree that the provisions of this Agreement, and all parts thereof, are separable, severable and divisible in all respects, and the unenforceability of any specific provision of this Agreement or part thereof shall not affect the validity of any other provisions or part hereof. In the event that any provision of this Agreement or part thereof is determined by a court to be unenforceable or invalid under applicable law, including, but not limited to, a determination that any provision herein is excessively broad as to time, duration, geographical scope, activity or subject, then such court shall either reform said provision or part thereof so that it shall be enforceable to the fullest extent permitted under applicable law or construe this Agreement in all respects as if said provision or part thereof had been omitted.

### **Representations and Warranties.**

As a material condition of the Employee's employment with the Company, the Employee represents and warrants that the Employee is under no legal obligation to any other company, person or entity which is inconsistent with, or may conflict with, the Employee's obligations hereunder, or which might impede the Employee's ability to fully perform any of the Employee's duties and responsibilities to the Company. Specifically, the Employee represents and warrants that the Employee is not restricted or

prohibited, contractually or otherwise, from entering into or continuing an employment relationship with the Company for any period of time, and that employment with the Company will not cause the Employee to breach or violate any agreement or obligation to keep in confidence the proprietary information of any other company, person or entity acquired by the Employee in confidence or in trust prior to employment by the Company. The Employee covenants and agrees that during the period of the Employee's employment with the Company, the Employee will not use, disclose to the Company, or cause the Company to use, any proprietary information or trade secrets of any former employer or any other person or entity, nor will the Employee bring onto the premises of the Company any unpublished documents or proprietary information belonging to any other employer, person or entity unless consented to in writing by such employer, person or entity.

**Employment-at-Will.**

The Employee and the Company acknowledge and agree that the Employee's employment with the Company is on an "at-will" basis. Accordingly, there is no set term of employment, and either the Employee or the Company may terminate the employment relationship at any time, with or without cause or prior notice. The Employee expressly acknowledges and agrees that, in material consideration for the Company's

employment of the Employee, certain promises and covenants made by the Employee pursuant to this Agreement shall survive termination of the Employee's employment relationship with the Company, regardless of the reason for such termination.

**Successors and Assigns.**

The provisions of this Agreement shall be binding upon the Employee and the Employee's heirs, executors and administrators, and shall inure to the benefit of the Company, and its successors and/or assigns.

**Headings.**

The section headings or captions in this Agreement are inserted herein for convenience of reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.

**Waiver; Amendment.**

No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any breach hereof shall be deemed to be a waiver of a subsequent breach of the same or any other provision. The provisions of this Agreement may be amended only by the mutual written agreement of the Company and the Employee, signed by both parties.

**IN WITNESS WHEREOF**, this Agreement is made and entered into by and between the Company and the Employee effective as of the date indicated below upon which it is executed by the Employee.

"Employee":

"Company":

**[INSERT LEGAL NAME OF DEALER]**

\_\_\_\_\_  
[Signature]

By \_\_\_\_\_

\_\_\_\_\_  
[Printed Name]

Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_