

EXHIBIT G
NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

THIS NON-DISCLOSURE AND NON-COMPETITION AGREEMENT (“**Agreement**”) is made this _____ day of _____, 200____, by and between _____ (the “**Franchisee**”), and _____, who is a Principal, manager, supervisor, member, partner, or a person in a managerial position with, Franchisee (the “**Individual**”).

BACKGROUND:

A. SMARTBOX Portable Self-Storage, LLC (“**SBPSS**”) owns a format and system (the “**System**”) relating to the establishment and operation of a moving and storage business (i) that utilizes portable, modular self-storage containers that are delivered to and retrieved from customers, stored at a central storage facility, and delivered to various locations and facilities, (ii) that uses storage containers, equipment, and distribution vehicles that conform to Franchisor’s standards, and (iii) which is located and/or operated in facilities and with vehicles and equipment that bear the “Smartbox” name and marks (the “**Smartbox Businesses**”);

B. SBPSS and Franchisee have executed a Franchise Agreement (“**Franchise Agreement**”) granting Franchisee the right to operate one (1) Smartbox Business and to distribute products and services approved by SBPSS and use the Marks in connection therewith under the terms and conditions of the Franchise Agreement;

C. The Individual, by virtue of his or her position with Franchisee, will gain access to certain of SBPSS’s Confidential Information, as defined herein, and must therefore be bound by the same confidentiality and non-competition agreement that Franchisee is bound by.

IN CONSIDERATION of these premises, the conditions stated herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Confidential Information.

(a) “Confidential Information” shall mean and include the proprietary and confidential information of SBPSS relating to the development and operation of Smartbox Businesses, including: (i) licenses, processes, trade secrets and procedures for the development or marketing of products or services delivered in connection with the operation of the Franchised Business; (ii) SBPSS’s technical information, methods, the Manual, drawings, data, formulae and inventions which relate to the System; (iii) improvements to the System including any addition or modification to, or any development, invention or improvement relating to, the System, including intellectual property rights relating to any such addition, modification, development, invention or improvement which has been or is made, discovered or developed or comes to be in the possession of Franchisee or Individual prior to termination or expiration of the Franchise Agreement; (iv) sales, marketing and advertising programs and techniques pertaining to the

System; (v) identity of suppliers and customers and knowledge of specifications and pricing for services; (vi) knowledge of operating results and financial performance of Smartbox Businesses, other than the franchised business or other Smartbox Businesses owned by Franchisee; (vii) methods of inventory control, storage, product handling, training and management relating to Smartbox Businesses; (viii) computer systems and software programs; and (ix) any information on the design, construction and operation of the Smartbox Facilities. Publicly known information is not considered confidential.

(b) Individual shall not, during the term of the Franchise Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, entity, association, or corporation any Confidential Information, knowledge, or know-how concerning the methods of operation of the business franchised thereunder which may be communicated to Individual or of which Individual may be apprised by virtue of Franchisee's operation under the terms of the Franchise Agreement. Any and all information, knowledge, know-how, and techniques which SBPSS designates as confidential shall be deemed confidential for purposes of this Agreement, except information which Franchisee can demonstrate came to its attention prior to disclosure thereof by SBPSS; or which, at or after the time of disclosure by SBPSS to Franchisee, had become or later becomes a part of the public domain, through publication or communication by others.

2. Covenants Not to Compete.

(a) Individual specifically acknowledges that, pursuant to the Franchise Agreement, and by virtue of its position with Franchisee, Individual will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of SBPSS and the System.

(b) Individual covenants and agrees that during the term of Individual's employment with, or ownership interest in, Franchisee, and except as otherwise approved in writing by SBPSS, Individual shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity:

(i) Divert or attempt to divert any business or customer of the Smartbox Business or of any Smartbox business using the System to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with SBPSS's Marks and the System;

(ii) Employ or seek to employ any person who is at that time employed by SBPSS, Franchisee, any other franchisee, master franchisee, developer, or development agent, or otherwise directly or indirectly induce such person to leave his or her employment; or

(iii) Own, maintain, operate, engage in, or have any interest in any storage, self-storage, moving and storage, and/or portable moving and/or storage business (any of which, or collectively, a "**Competitive Business**").

(c) Individual covenants and agrees that during the Post-Term Period (defined below), except as otherwise approved in writing by SBPSS, Individual shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity, own, maintain, operate, engage in, or have any interest in any business which is the same as or similar to the Smartbox Business and which business is, or is intended to be, located: (a) at the Franchisee's Smartbox Business location or within a thirty (30) mile radius of the location of the Franchisee's Smartbox Business; (b) within the Territory established under the Franchise Agreement; or (c) within a thirty (30) mile radius of any other Smartbox business operating under the System as of the commencement of the Post-Term Period.

(d) As used in this Agreement, the term "Post-Term Period" shall mean a continuous uninterrupted period of two (2) years from the date of: (a) a transfer permitted under Section 12 of the Franchise Agreement with respect to Individual; and/or (b) termination of Individual's employment with, and/or ownership interest in, Franchisee.

3. Injunctive Relief. Individual acknowledges that any failure to comply with the requirements of this Agreement will cause SBPSS irreparable injury, and Individual agrees to pay all court costs and reasonable attorney's fees incurred by SBPSS in obtaining specific performance of, or an injunction against violation of, the requirements of this Agreement.

4. Severability. All agreements and covenants contained herein are severable. If any of them, or any part or parts of them, shall be held invalid by any court of competent jurisdiction for any reason, then the Individual agrees that the court shall have the authority to reform and modify that provision in order that the restriction shall be the maximum necessary to protect SBPSS's and/or Franchisee's legitimate business needs as permitted by applicable law and public policy. In so doing, the Individual agrees that the court shall impose the provision with retroactive effect as close as possible to the provision held to be invalid.

5. Delay. No delay or failure by the SBPSS or Franchisee to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right provided herein, and no waiver of any violation of any terms and provisions of this Agreement shall be construed as a waiver of any succeeding violation of the same or any other provision of this Agreement.

6. Third-Party Beneficiary. Individual hereby acknowledges and agrees that SBPSS is an intended third-party beneficiary of this Agreement with the right to enforce it, independently or jointly with Franchisee.

{Signatures on next page}

IN WITNESS WHEREOF, the Franchisee and the Individual attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on this _____ day of _____, 200__.

FRANCHISEE

INDIVIDUAL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____