

NON-COMPETITION AGREEMENT

During the term of this Agreement, the Employee shall not directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity, engage or participate in any business that is in competition any manner whatsoever with the business of the Employer. On termination of employment, whether by termination of this Agreement, by wrongful discharge or otherwise, the Employee shall not directly or indirectly engage in competition with the Employer in the territory of _____, for a period of _____ years after said termination. In addition, the Employee, for the same period of time, after termination, shall not contact any employee of the Employer for the purpose of encouraging that employee to in any way compete with, or leave the employment of, the Employer. This covenant shall be construed as an agreement independent of any other provision of this Agreement. The existence of any claim or cause of action of the Employee against the Employer, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Employer of this covenant. In the event of a breach or threatened breach by the Employee of the obligations of this Agreement, the Employee acknowledges that the Employer will not have an adequate remedy at law and shall be entitled to such equitable and injunctive relief as may be available to restrain the Employee from the violation of the provisions of this Agreement. Nothing in this Agreement shall be construed as prohibiting the Employer from pursuing any other remedies available for breach or threatened breach of this covenant not to compete including the recovery of damages from the Employee.

DATED this _____ day of _____, 20____.

Employer Signature

Employee Signature

