

NON-COMPETITION AGREEMENT

This agreement is made between _____
(the "Employee") and _____ (the
"Employer"). The Employee agrees to the terms of this agreement:

- ☐ contemporaneously with and as part of the terms of the Employment Agreement by which the Employee is being hired by the Employer, which Employment Agreement is incorporated by reference.
- ☐ in consideration of the Employee's continued employment by the Employer and additional consideration consisting of _____, which the Employee acknowledges is sufficient consideration paid by the Employer over and above the consideration due to the Employee pursuant to his or her usual terms of employment.

1. The Employee agrees that he or she will not compete, directly or indirectly, as a business owner, partner, corporation, employee, agent, or otherwise with the business of the Employer or any of the Employer's successors or assigns.

2. "Not compete," as used herein, shall mean that the Employee, directly or indirectly, as an owner, partner, officer, director, stockholder, employee, consultant, agent, or otherwise (except as a passive investment stockholder in a publicly owned corporation), shall not engage in any business or activity described as: _____,
_____.

3. This agreement shall apply to such business or activity within the following geographical area: _____,
and shall remain in full force and effect for a period of _____.

4. In the event of any breach of this agreement by the Employee, the Employer shall be entitled to injunctive relief without posting any bond, in addition to any other legal rights and remedies.

5. This agreement shall be governed by the laws of _____.

6. If any part of this agreement is adjudged invalid, illegal, or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect, and any such time period and geographical limitations stated in this agreement shall be amended to allow enforcement to the nearest extent permitted by law.

7. This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators, and assigns. No person shall have a right or cause of action arising out of or resulting from this agreement except those who are parties to it and their successors in interest.

8. This instrument, including any attached exhibits and addenda, constitutes the entire agreement of the parties. No representations or promises have been made except those that are set out in this agreement. This agreement may not be modified except in writing signed by all the parties.

IN WITNESS WHEREOF the parties have signed this agreement under seal on

_____.

Employer:

Employee:
