

[Company Logo]

## NON-COMPETITION AGREEMENT

THIS NON-COMPETITION AGREEMENT (this "Agreement") is made as of [EFFECTIVE DATE] (the "Effective Date") by and between [COMPANY FULL NAME], with its principal place of business at [COMPANY ADDRESS] ("[COMPANY NAME]") and [PARTY FULL NAME], with its principal place of [PARTY BUSINESS OR RESIDENCE] at [PARTY LEGAL ADDRESS] ("[PARTY NAME]"), (sometimes collectively referred to as the "Parties").

### 1. Definitions

#### 1.1 Restricted Business.

The "Restricted Business" shall mean any activity that relates to [RESTRICTED BUSINESS].

#### 1.2 Restricted Territory.

The "Restricted Territory" shall mean [RESTRICTED TERRITORY].

#### 1.3 Restricted Period.

The "Restricted Period" shall mean the period starting on the [START DATE] and ending [RESTRICTED TERM] after such date.

### 2. Consideration

[PARTY NAME] expressly acknowledges that the covenants of this Agreement are supported by good and adequate consideration.

### 3. Non-Competition

#### 3.1 Restrictions.

During the Restricted Period and within the Restricted Territory, [PARTY NAME] shall not, directly or indirectly, without the prior written consent of [COMPANY NAME], own, manage, operate, join, control, finance or participate in the ownership, management, operation, control or financing of, or be connected as an officer, director, employee, partner, principal, agent, representative, or consultant of any entity engaged in the Restricted Business.

### **3.2 Exceptions.**

It is not a breach of this Agreement for [PARTY NAME] to participate as a passive investor holding up to [PASSIVE INVESTMENT PERCENT] of the equity securities of an entity engaged in the RestrictedBusiness[, which securities are publicly traded].

### **4. Non-Solicitation.**

[PARTY NAME] shall not directly or indirectly induce or attempt to induce any of the employees of [COMPANY NAME] to leave the employ of [COMPANY NAME], or solicit the business of any client, customer, [or any consultant] of [COMPANY NAME].

### **5. Non-Disclosure**

#### **5.1 Confidential Information.**

"Confidential Information" shall include all [non-public] [business-related] information, written or oral, disclosed or made available to [PARTY NAME], [directly or indirectly,] through any means of communication or observation by [COMPANY] or any of its affiliates or representatives to or for the benefit of [PARTY NAME].

#### **5.2 Confidentiality.**

[PARTY NAME] agrees to hold the Confidential Information in strict confidence.

#### **5.3 Non-Disclosure.**

[PARTY NAME] shall not (i) disclose any Confidential Information to any person[, except in the performance of [PARTY NAME]'s obligations under the [Employment/Purchase] Agreement] or (ii) use any Confidential Information for the benefit of any person other than [COMPANY NAME].

#### **5.4 Return of Property.**

At [COMPANY NAME]'s request, all Confidential Information in the possession of the [PARTY NAME] shall be promptly returned to [COMPANY NAME] or destroyed, depending on [COMPANY NAME] instructions.

### **6. Acknowledgements.**

[PARTY NAME] acknowledges that the restrictions, prohibitions and other provisions of this Agreement, including the Restricted Area and Restricted Period, are reasonable, fair and equitable in scope, terms and duration, are necessary to protect the legitimate business interests of [COMPANY NAME], and are a material inducement to [COMPANY NAME] to enter into this Agreement.

## **7. Representations and Warranties**

### **7.1 Authority.**

Each party warrants that it has the authority to enter into this Agreement for itself and its corporate affiliates and subsidiaries.

### **7.2 No Conflict.**

Each party that the execution and delivery of this Non-Competition Agreement nor the performance of this Non-Competition Agreement will result directly or indirectly in a violation or breach of: (i) any agreement or obligation each party is or may be bound; or (ii) any law, rule or regulation.

## **8. Remedies**

Any [INJUNCTIVE STANDARD] of this Agreement may result in irreparable damage to [COMPANY] for which [COMPANY] will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, [PARTY NAME] acknowledges and agrees that [COMPANY] may immediately seek enforcement of this Agreement by means of specific performance or injunction, without any requirement to post a bond or other security.

## **9. General Provisions**

### **9.1 Entire Agreement.**

This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the parties with respect to such subject matter.

### **9.2 Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

### **9.3 Further Assurances.**

The parties shall execute and/or cause to be delivered to each other such instruments and other documents, and shall take such other actions, as each party may reasonably request at any time for the purpose of carrying out or evidencing any of the provisions of this Agreement.

### **9.4 Amendments.**

This Agreement may not be modified, amended, altered or supplemented except by the execution and delivery of a written agreement executed by the parties hereto.

### **9.5 Waiver.**

The waiver of a breach of any provision of this Non-Competition Agreement shall not operate as or be construed as a waiver of any subsequent breach of this Non-Competition Agreement.

### **9.6 Notices.**

All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to [COMPANY FULL NAME]:

[COMPANY ADDRESS]

Attention: [COMPANY CONTACT NAME]

If to [PARTY NAME]:

[PARTY ADDRESS]

Attention: [PARTY CONTACT NAME]

### **9.7 Assignment.**

Neither Party may delegate its obligations or assign its rights to another person or entity without the prior written consent of the other Party.

### **9.8 Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of [GOVERNING LAW STATE].

### **9.9 Consent to Jurisdiction.**

Each party hereto hereby irrevocably submits to the exclusive venue in state or federal court in VENUE for the purposes of any suit, action or proceeding arising out of or relating to this Agreement, and hereby waives, and agrees not to assert in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such court, that the suit, action or proceeding is brought in an inconvenient forum or that the venue of the suit, action or proceeding is improper.

#### **9.10 Waiver of Jury Trial.**

Each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement, any other related document or the transactions contemplated hereby or thereby

#### **9.11 Severability.**

If, for any reason, any provision of this Agreement, or any part of any provision, is held invalid, such invalidity shall not affect any other provision of this Agreement or any part of such provision not held so invalid, and each such other provision and part thereof shall to the full extent consistent with law continue in full force and effect.

#### **9.12 Attorney Fees.**

If any party to this Agreement brings an action to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including without limitation, reasonable attorneys fees, incurred in connection with such action, including any appeal of such action.

IN WITNESS WHEREOF, the Parties have each executed and delivered this Agreement as of the Effective Date.

[COMPANY FULL NAME]

By:

(Name)

(Title)

(Date)

[PARTY FULL NAME]

(Name)

(Title)

(Date)