

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

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NON-COMPETITION AND NON-SOLICITATION AGREEMENT

DRAFT

This non-competition and non-solicitation employment agreement (the "non-competition agreement"), made and entered into this _____ day of _____, 200 [],

BETWEEN	AND
Company Name:	Employee's Name:
Officer's Name:	
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Web Address:	Web Address:
hereinafter referred to as the "Company")	(hereinafter referred to as the "Employee")

(the Company and the Employee hereinafter collectively referred to as the "Parties")

This agreement establishes an understanding between the parties and as such both parties agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the parties until it has been signed by an authorized representative of the Parties and signed and accepted by authorized officers.

1. NON-COMPETITION AND NON-COMPETITION COVENANT.

1.1 **Non-solicitation.** Employee will not encourage or solicit any employee of the company or any affiliate to leave the company's or any affiliate's employ for any reason or interfere in any material manner with employment relationships at the time existing between the company and its current employees, except as may be required in any bona fide termination decision regarding any company employee

Employer ____ Employee ____

1.2 **Non-competition.** During the term, Employee shall not directly or indirectly own, manage, operate, join, control or participate in the ownership, management, operation or control of, or be employed by or connected in any manner with, any enterprise which is engaged in any business competitive with that which the company is at the time conducting or proposing to conduct; provided, however, that such restriction shall not apply to any passive investment representing an interest of less than two percent (2%) of an outstanding class of publicly traded securities of any corporation or other enterprise which is not, at the time of such investment, engaged in a business geographically competitive with the company's business.

1.3 **Trade secrets.** Employee acknowledges that the specialized nature of his knowledge of the company's proprietary information, trade secrets and other intellectual property are such that a breach of his covenant not to compete contained in this section 1 of this non-competition agreement would necessarily and inevitably result in a disclosure, misappropriation and misuse of such proprietary information, trade secrets and other intellectual property. Accordingly, Employee acknowledges and agrees that such a breach would inflict unique and irreparable harm upon the company and that the company shall be entitled, in addition to its other rights and available remedies, to enforce, by injunction or decree of specific performance, Employee's obligations set forth herein.

2. MISCELLANEOUS.

2.1 **Notices.** All notices, demands and requests required by this non-competition agreement shall be in writing and shall be deemed to have been given or made for all purposes (i) upon personal delivery, (ii) one day after being sent, when sent by professional overnight courier service, (iii) five days after posting when sent by registered or certified mail, or (iv) on the date of transmission when sent by telegraph, teleg am, telex, or other form of "hard copy" transmission, to either party hereto at the address set forth below or at such other address as either party may designate by notice pursuant to this section 7.

If to the company: ,
xyz inc.
add1