

IN CONSIDERATION of \_\_\_\_\_ (hereinafter referred to as the "Corporation") employing me at this time, I (agent name) \_\_\_\_\_ hereby covenant and agree with the Corporation that should my employment terminate for any reason, I agree not to compete with the Corporation and to pay damages if I do, the details are as follows:

1. **Non-Compete.** I will not do or attempt to do any of the following, either directly or indirectly, during my employment or during the period of two years after my employment terminates, within the radio, cable or television marketing range of any business of the Corporation: (a) compete against the Corporation; (b) carry on a business similar to the Corporation's business; (c) engage in a business similar to the Corporation's business; (d) solicit or contact in any manner old customers of the Corporation whether directly or indirectly through a third party such as agent's spouse, relative or business associate; (e) or own, or carry on any business engaged in the design, manufacture or sale of similar products or any other business similar to the type of business engaged in by the Corporation at that time.

2. **Injunction and Damages.** I agree that this Agreement is important, material, confidential, and gravely affects the effective and successful conduct of the business of the Corporation and affects its reputation and goodwill. The Corporation is entitled to obtain an injunction and damages for any breach of this Agreement, including but not limited to compensatory, incidental, consequential, exemplary, and lost-profits damages. I agree to pay the Corporation's attorneys' fees, litigation expenses and cost for enforcement of this Agreement if I breach this Agreement.

3. **Miscellaneous.** Wherever used in this Agreement, the phrase "directly or indirectly" includes, but is not limited to, acting through my wife, children, parents, brothers, sisters, or any other relatives, friends, trustees, agents or associates. The Corporation may waive a provision of this Agreement only in a writing signed by the President of the Corporation and specifically stating what is waived. The rights of the Corporation under this Agreement may be assigned, but I may not assign my rights or obligations under this Agreement. The title of this Agreement and the paragraph headings of this Agreement are not substantive parts of this Agreement and shall not limit or restrict this Agreement in any way. This Agreement is not a contract for future employment and does not change the fact that my employment may be terminated at any time by me or the Corporation. This Agreement survives after my employment terminates. No change, addition, deletion or amendment of this Agreement shall be valid or binding upon me or the Corporation unless in writing and signed by me and the Corporation. This Agreement is in addition to any other agreement signed by me and does not supersede any other agreement. If a court of competent jurisdiction finally determines this agreement to be unreasonable, then said court may reduce the term of years or the geographical range, or both, so as to be reasonable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Agent Printed Name

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature and Corporate Title

\_\_\_\_\_  
Corporation

Date: \_\_\_\_\_