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NON-COMPETITION AGREEMENT

IN RETURN FOR THE FOLLOWING GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY EXPRESSLY ACKNOWLEDGED [List dollar amount or other compensation paid, or incorporate by reference a separate independent contractor, subcontractor, employment, manufacturer, or supplier agreement that is being signed in conjunction with this agreement]: _____

the undersigned _____ (hereinafter referred to as the "Restricted Party") enters into this Non-Competition Agreement (hereinafter referred to as the "Agreement") with _____ (hereinafter referred to as the "Company") effective as of _____, 20__ (the "Effective Date") and covenants and agrees as follows:

1. NON-COMPETITION

The Restricted Party agrees not to engage in a business in any manner similar to, or in competition with, the Company or its affiliated or successor businesses, such business being defined as _____

(hereinafter referred to as the Company's "Business") during [Indicate time frame, for example 'during the term of the written agreement between Company and the Restricted Party that has been referenced above', 'while performing services for the Company', or

'calendar year 2009':] _____

and for a period of _____ (____) months thereafter, in the geographical area defined as follows [check one and then, before printing, either delete, or cross out and have both parties initial the other choices to indicate they were not selected]:

[] Within a _____ (____) mile radius of the Company's office(s) or store(s) at the following address(es): _____
_____;

[] Within a _____ (____) mile radius of each of the Company's headquarters, offices, stores, or other owned, leased, or rented physical locations, presently existing or, upon notice in writing to the Restricted Party, as may be changed or added during the term of this Agreement. As of the Effective Date of this Agreement, such locations are as follows:

_____;

[] Within the city limits of the following city(ies): _____
_____;

[] Within the county or parish limits of the following county(ies) or parish(es): _____
_____;

[] Within the geographical area defined as follows: _____

as an employee, independent contractor, whether as a sole proprietor, partner, or as an owner, member, shareholder, officer, director, or agent of any business entity in which the Restricted

Party owns or controls any part, or benefits from, directly or indirectly (excepting, however, five-percent or less ownership of publicly traded companies).

The Restricted Party shall not solicit or canvass, directly or indirectly, any business or transaction for any other person, firm, corporation, or business similar to any business of the Company or its affiliates.

2. WARRANTIES, REPRESENTATIONS, AND ACKNOWLEDGMENTS OF RESTRICTED PARTY

The Restricted Party agrees that the restrictions in this Agreement are reasonable as to length of time and geographical area and further that they are reasonably necessary for the protection of the Business of the Company, and the Restricted Party therefore irrevocably waives any objection to these terms. The Company warrants and represents that the restrictions in this Agreement are reasonably necessary to protect its Business and unfair competition with the same, and that this Agreement has been tailored as narrowly as is reasonably possible to accomplish this goal.

The Restricted Party further represents and warrants to the Company that his or her experience and capabilities are such that he or she can obtain employment or work in his chosen field(s) of business endeavor without breaching the terms and conditions of this Agreement, and that his or her obligations under the terms of this Agreement (and the enforcement thereof by injunction or otherwise) will not prevent him or her from earning a livelihood.

3. NON-SOLICITATION

The Restricted Party covenants and agrees during the term of this Agreement as defined above not to request that any customers, suppliers, employees, or independent contractors of the Company or its affiliates or successors curtail or cancel their employment, contractual, or other business relationship with the Company or its affiliates or successors. During the term

of this Agreement, the Restricted Party shall not, directly or indirectly, solicit the employment of any employee or former employee of the Company, or induce any such person to enter into an employment or independent contractor relationship, or other contractual arrangement, with the Restricted Party or any third party. During the term of this Agreement, the Restricted Party shall not, directly or indirectly, disparage the Company, its business, or any employee of the Company who was an employee of the Company as of the Effective Date of this Agreement, or any employee or former employee of the Company who becomes an employee of the Company for any period of time during the term of this Agreement.

4. CONFIDENTIAL INFORMATION

The Restricted Party acknowledges that during the course of its relationship and dealing with the Company, it may come into possession of, or become aware of, or be provided with or exposed to, various trade secrets and/or confidential information of the Company that are labeled or treated as such by the Company, or that the Restricted Party reasonably knows or should know are trade secrets or confidential, which may include without limitation customer lists, employee and independent contractor information, supplier sources and related information, business methods, proprietary databases, computer programs, diagrams, and drawings, and which would cause significant and irreparable harm to Company if disclosed to third parties or used by the Restricted Party in competition with the Company (hereinafter collectively referred to as “Confidential Information”). The Restricted Party agrees that such Confidential Information is provided solely by the Company to the Restricted Party for purposes reasonably related to the Company’s business with the Restricted Party, and shall not be disclosed or disseminated, directly or indirectly, to any person, firm, or corporation, for any other purpose. All physical items and intellectual property, including without limitation, electronic files and copies, in the possession or under the control of the Restricted Party shall be promptly returned to the Company when the Restricted Party no longer has any business reason for possessing the same, or immediately upon demand by the Company.

5. NON-CIRCUMVENTION

The parties make this Agreement in good faith, and the Restricted Party agrees not to perform any act in violation hereof through any other person or entity, or through any plan, scheme, design, or subterfuge calculated to circumvent the requirements or spirit of this Agreement by technical means or otherwise.

6. INJUNCTIVE RELIEF

The Restricted Party acknowledges and agrees that immediate and irreparable damage not adequately compensable in damages will result to the Company if the Restricted Party breaches, or threatens to breach, any of the terms of this Agreement and, accordingly, the Restricted Party hereby consents to the entry of temporary, preliminary, and permanent injunctive relief by any court of competent jurisdiction against him or her to restrain any such breach or threatened breach in addition to any other remedies or claims for money damages that the Company may seek. The Restricted Party agrees to render an equitable accounting of all earnings, profits and other benefits arising from such violations; and to pay all costs and fees incurred by the Company in enforcing this Agreement, including reasonable attorneys' fees and legal costs. The existence of any claim or cause of action of the Restricted Party against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of this covenant.

7. MISCELLANEOUS PROVISIONS

No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

Service of all notices under this Agreement shall be sufficient if made by personal delivery or by U.S. Postal Service First Class Certified Mail to the other party at his or her address as set

forth below, or as such party may provide from time to time by a notice in writing directed to the other party:

Notices to Restricted Party: _____

Notices to Company: _____

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether oral or written, of any nature whatsoever with respect to the subject matter of this Agreement, and there are no representations, warranties, understandings, or agreements other than those expressly set forth herein between the Company and the Restricted Party in this Agreement.

The parties acknowledge and agree that this Agreement was the product of negotiation, and that each party had the opportunity to review the Agreement, consult with counsel at its, his, or her own expense and in its, his, or her discretion, and to request and bargain for changes. Thus, this Agreement shall be deemed to have been drafted collectively by the parties.

This Agreement shall be binding on, and inure to the benefit of, the heirs, successors in interest, and assigns of each party.

As context requires in this Agreement, the singular shall include the plural, the masculine the feminine, the personal the corporate, and vice versa.

The numbered section headings and bracketed informational prompts (“[...]”), if any, in of this Agreement are for convenience reference only, and do not constitute substantive terms of this Agreement.

This Agreement is not to be changed, modified, or terminated unless it is changed in writing, and signed by the parties.

If any provision of this Agreement is determined to be invalid or unenforceable, to the maximum extent permissible under applicable law, the remainder of this Agreement shall be unaffected and shall be enforceable.

This Agreement shall be construed and enforced in accordance with the laws of the State of _____ . Any dispute regarding this Agreement, its interpretation, or the threatened or actual breach of this Agreement that cannot be resolved by good faith negotiation between the parties shall be settled in the appropriate state and federal courts located in the county/parish and State of _____ .

IN WITNESS WHEREOF, the parties represent and warrant that they have read, understand, and intend to be bound by all of the terms of this Agreement and further certify that they are fully authorized and competent to sign this Agreement and have received signed copies of this Agreement on this date.

Company Name: _____

Authorized Signature for Company: _____

Authorized Signatory Name and Title: _____

Date of Signature: _____

Restricted Party Name: _____

Restricted Party Signature: _____

Authorized Signatory Name and Title*: _____

* For a corporate Restricted Party.

Date of Signature: _____

This Space for Notary Public (Optional):

