

Standard Employee Agreement Terms Guidelines

1. **Covenant Not to Compete.** Employees agree that at no time during the term of Employee employment with the Company will Employee engage in any business activity which is competitive with the Company nor work for any company which competes with the Company.

For a period of one (1) year immediately following the termination of Employee employment, Employee will not, for themselves or on behalf of any other person or business enterprise, engage in any business activity which competes with the Company within 300 miles of the facility in which Employee were employed

2. **Non-solicitation.** During the term of Employee employment, and for a period of one (1) year immediately thereafter, Employee agree not to solicit any employee or independent contractor of the Company on behalf of any other business enterprise, nor shall Employee induce any employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.
3. **Soliciting Customers After Termination of Agreement.** For a period of one (1) year following the termination of Employee employment and Employee relationship with the Company, Employee shall not, directly, or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of the Company or any other information pertaining to them. Neither shall Employee call on, solicit, take away, or attempt to call on, solicit, or take away any customer of the Company on whom Employee have called or with whom Employee became acquainted during the term of Employee employment, as the direct or indirect result of Employee employment with the Company.
4. **Jurisdiction and Venue.** This Agreement is to be construed pursuant to the laws of the Province of Ontario. Employees agree to submit to the jurisdiction and venue of any court of competent jurisdiction in Canada County, Ontario without regard to conflict of law's provisions, for any claim arising out of this Agreement.