

NON-COMPETITION AGREEMENT

THIS AGREEMENT is made effective the ___ day of _____, _____.

BETWEEN:

CORPORATION, a corporation governed by the laws of _____
(hereinafter the "Corporation")

OF THE FIRST PART

- and -

_____, an individual, residing in _____
_____, _____(hereinafter the "Employee")

OF THE SECOND PART

IN CONSIDERATION of the employment of the Employee with the Corporation, the payment by Corporation to the Employee of the remuneration agreed upon between the parties, the sum of _____ (\$_____) dollars hereby acknowledged is paid by the Corporation to the Employee, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties hereto agree as follows:

1. The Employee acknowledges that, by reason of the Employee's employment by the Corporation, the Employee shall receive the value and advantage of special training, skills, knowledge, experience and contact with the business, operations and customers of the Corporation.
2. The Employee shall not, during the period in which this Agreement is in force and for one (1) year following expiry of this Agreement, knowingly call upon or solicit or cause or assist any other person to call upon or solicit any customer or prospective customer of the Corporation who was a customer of the Corporation or a prospective customer of the Corporation during the Employee's term of employment with the Corporation.

Initialed by
Employee