

DATE: _____
INITIALS: _____

ABC COMPANY
RESTRICTIVE COVENANT AGREEMENT

ABC COMPANY (referred to as the “Company”) is committed to devoting the substantial time, energy and resources necessary to develop and maintain its products, services and customer relationships. As you know, the Company strives to position itself as the market leader in the industry for its business, which includes (but is not limited to) _____, as well as the related services the Company may provide, such as development or marketing of processes, methods and/or software for use in the _____ industry (collectively, the “Business”). In order to accomplish this goal, the Company must work extremely hard to not only establish its Business, but also to guard against unfair and unauthorized competition. To protect its legitimate business interests, the Company requires all of its employees to execute an agreement affirming their commitment to the success of the Company and which defines the conduct which the Company must prohibit. Accordingly, all employees are presented with this Agreement as a condition for commencing employment with the Company and remaining as a member of our team.

In consideration for your hiring by and continued employment with the Company, you agree:

1. Non-Competition and Non-Solicitation Provisions: During the one (1) year period following the cessation of your employment (for whatever reason), you shall not, directly or indirectly:

- A. engage or participate in any business which competes in the Geographic Area with the Business of the Company, in any manner or capacity, including but not limited to as an advisor, principal, agent, partner, officer, director, shareholder, or employee. Because the Company operates its Business on a nation-wide basis, for purposes of this Agreement the term “Geographic Area” shall be defined as any state in the United States (or the District of Columbia) with respect to which you provided or solicited the Company’s Business products or services to customers during the two (2) year period immediately preceding the cessation of your employment;

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- B. render any services which are the same as or similar to the services you performed as an employee of the Company, for the benefit of any other person (including yourself), firm, or entity which Competes with the Company For purposes of this Section 1(B), "Competes" is defined as offering products and/or services which are the same as or substantially similar to those products and/or services you offered on behalf of the Company or otherwise obtained proprietary or Confidential Information about during the two (2) years immediately preceding the cessation of your employment;
- C. solicit or accept any competitive business from any of the Company's Clients to which you solicited or provided products or services while employed by the Company. For purposes of this Section 1(C), the Company's "Clients" are defined as individuals or entities, including customers, suppliers, licensees, and licensors, to which the Company provided products or services (or actively solicited Business) during the two (2) years immediately preceding your cessation of employment with the Company;
- D. recruit, induce, or attempt to induce any employee of the Company to leave its employ (or otherwise interfere with the Company's employment relationship with the employee) in order to join or assist any person or entity to provide any products or services which are competitive with those of the Company's Business;
- E. assist, solicit, or encourage any other person in carrying out, directly or indirectly, any activity that would be prohibited by this Section 1 if such activity were carried out by you.

Your passive-investment ownership of less than five percent (5%) of the outstanding shares of capital stock of any corporation listed on a national securities exchange or publicly traded in the over-the-counter market shall not constitute a breach of this Section 1.

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2. **Confidentiality & Non-Disclosure Provision:** In the course of employment with the Company, in order for you to perform your job duties the Company will entrust you with its valuable and proprietary Confidential Information relating to its Business (or relating to third-parties with which the Company deals). “Confidential Information” includes all information, whether oral or written (or generated/stored on magnetic, digital, photographic or other media), relating to the Company’s Business which is proprietary or not generally known and is either created by you or disclosed to you. “Confidential Information” includes, but is not limited to, the Company’s manuals, software, business methods, plans and procedures, customer and supplier lists, techniques and processes, job orders, pricing data, lists and formulae, sales reports, financial and marketing data, and all other similar or related information and materials used by or useful to the Company in its Business, specifically including but not limited to information concerning customer lists, business forms, weekly product shipment lists, service contracts and all pricing information, computer programs, and marketing aids. You agree to protect the Company’s Confidential information, such that you shall not give, sell, loan, communicate or otherwise disclose any of such information or materials to any person, firm, entity or corporation, nor shall you make use of or allow any others to use any such information or materials, except in the course of employment for the sole and exclusive benefit of the Company. When you cease to be employed with the Company, you shall immediately return to the Company any and all of its records, documents, information and materials in your possession or control, and all copies of the same, including but not limited to any original or copy (including in paper, electronic, digital or any other format) of all Confidential Information of the Company. You recognize that all of the documents and other tangible items which contain any of the Company’s proprietary and/or Confidential Information are the exclusive property of the Company, including those documents and items which you may develop or contribute to developing while in the Company’s employ.

3. **Company Interests and Injunctive Relief:** You acknowledge that the Company must expend great expense and effort to develop its Business and secure clients and solicit potential clients, and that client goodwill and customer relations are critical business assets to the Company in this industry, the unauthorized use or diversion of which would irreparably harm the Company’s Business. You understand that, especially due to the nature of this industry’s

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business, the Company has legitimate business interests in protecting its substantial customer goodwill and relationships, as well as its valuable Confidential Information and trade secret information (and that it takes measures to protect the secrecy of such information). Because of the irreparable injury to the Company which would be caused by a breach of any of the provisions of Section One (1) or Section Two (2) of this Agreement, you agree that in the event of any such threatened or actual breach, the Company shall be entitled to injunctive relief requiring your compliance with the provisions, in addition to such other remedies of any nature provided at law or in equity. If the Company prevails in any action to enforce any provision(s) in this Agreement in a court of competent jurisdiction and secures any relief, including enforcement of a modified provision as provided for in Section Four (4) below, you shall be obligated to pay to the Company all costs and expenses it incurs in enforcing this Agreement, including its court costs and attorneys' fees.

4. **Severability, Waiver, and Amendment:** This Agreement shall be interpreted in accordance with the laws of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be fully effective and valid under applicable law, but if any provision of this Agreement shall be deemed overbroad, prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such overbreadth, prohibition or invalidity, and shall be modified accordingly, to the minimum extent required to render it enforceable, without invalidating the remainder of such provision or the remaining provisions of this Agreement. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by a statement in writing signed by the party against whom enforcement of the waiver or estoppel is sought. No amendment or modification of this Agreement shall be deemed effective unless made in writing and signed by both you and John Doe (or the Company's then-current President).

5. **Nature of Employment:** This Agreement supersedes any and all prior representations and agreements, whether written or oral, regarding the subject matter of this Agreement. Though we hope that you will remain a member of the Company's team for many years to come, nothing in this Agreement (or elsewhere) shall be construed to constitute an offer or contract of employment for any specified or guaranteed term. Your employment with the

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Company shall, at all times, constitute "at-will" employment and shall be for no specified period, terminable by either you or the Company at any time and for any reason.

The parties hereto have executed this Agreement below to acknowledge their agreement hereto. By signing below in the designated "Employee" section, you expressly acknowledge that you have had an adequate opportunity to review this Agreement, and that you understand and agree to abide by all of its terms.

ABC COMPANY

By: _____
John Doe

EMPLOYEE: _____

Dated: _____

Dated: _____

NGEDOCs: 1469149.1

NEAL, GERBER & EISENBERG LLP
NOVEMBER 8, 2007