

**Article 14**  
**ABC Advertising Agency, Inc.**  
**Covenant of Representative Not to Compete or Disclose Secrets**

**Article 1:** The Representative shall not for a period of 5 years from the date of termination, either alone, or jointly with, or agent for, any person, directly or indirectly, set up, exercise or carry on the trade or business of Table Top Advertising within the Continental United States and Canada, and shall not set up, make or encourage any opposition to the said trade or business hereafter to be carried on by the other party or the representatives or assigns, nor do anything to the prejudice thereof, and shall not divulge to any person any of the secrets, accounts or transactions of or relating to the Company,

**Article 2:** No Representative may, without the consent (written) of the Company, take for themselves any business or investment opportunity, which is in the direct competition of the Company or located within the Continental United States or Canada, but any person may take any other business investment opportunity which does not directly compete with or injure the Company.

**Article 3:** The Representative agrees for a period of 5 years after termination, they will not (1) directly or indirectly induce any clients/customers of the Company or its successors to patronize any similar business other than that of the Company or its successors: (2) directly or indirectly advise any clients/customers of the Company or its successors to withdraw, curtail or cancel such client's business with the Company or its successors; or (3) directly or indirectly disclose to any other person, partnership or corporation the names or addresses of any of the Client's of the Company or it's successors.

**Article 4:** Because of the Difficulty of measuring the economic loss suffered as a result of a violation of this section, it is agreed that liquidated (that is, established) damages will be equal to fifty (50%) percent of the previous calendar year's fees/sales to that client/customer shall be paid by the Representative for each violation of the agreement under Article 3. The same is established as a percentage and payment for violation of Article 1 or 2, except that the total shall be that of the total billings of all the transactions of the previous calendar YEAR. Each separate calendar year in which such representation counseling, providing a service to or sales to or solicitation of the same occurs shall be considered a separate violation for each client/customer or for each year of a violation of Article 1 and/or 2. Said sum shall be payable for each year or incident of a violation of this agreement.

**Article 5:** Should any portion of this contract be unenforceable or illegal in any jurisdiction the rest of the agreement is not set aside. Only the particular portion of this agreement that is unenforceable or illegal shall be amended to apply to the pertaining local jurisdictional laws.

Date: \_\_\_\_\_ Representative Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
SS # \_\_\_\_\_ Phone \_\_\_\_\_  
Sponsors Name \_\_\_\_\_  
Sponsors Business Name \_\_\_\_\_

Notary Signature

Witness