



## **Non-Competition and Non-Solicitation Agreement**

The parties to this agreement are: Living Water Irrigation (Hereinafter referred to as the "Company") and  
(Hereinafter referred to as the "Employee")

Whereas for valuable and sufficient consideration the Employee has entered into a contract of employment with the Company on \_\_\_\_\_20\_\_ and holds the position of \_\_\_\_\_.

In consideration of the mutual benefits to the Company obtaining the services of the Employee and employment at a salary acknowledged as sufficient by the Employee, the parties agree as follows:

1. The Employee shall hold the position of \_\_\_\_\_ and shall have access to the Company's business interests and information as well as contact with the Company's existing customers, trading partners and employees.
2. The Employee agrees that the clauses contained in this agreement are reasonable and necessary to protect the Company's business interests and goodwill.
3. **Non-Solicitation of Colleagues or Fellow Employees**
  - a. During the term of employment and for a period of 24 months after termination of employment for whatever reason, the Employee agrees not to solicit, entice or cause - whether directly or indirectly on own behalf or behalf of another party or in conjunction with another party - current or past employees of the Company to leave the Company's employ in order to work for or with another entity that competes with the Company.
  - b. This clause shall not apply to past employees whose employment with the Company was terminated more than 12 months prior.
4. **Non-Solicitation of Customers and Vendors**
  - a. The Employee agrees not to solicit or attempt to solicit or accept business - whether directly or indirectly on his/her own behalf or behalf of another party or in conjunction with another party - from the Company's customers, prospective customers or vendors with whom the Employee transacted with on behalf of the Company during the last 24 months of his/her employment with the Company, for a period of 24 months after termination of employment.
5. **Covenant Not to Compete**
  - a. Upon termination of employment with the Company, the Employee agrees not to perform whether directly or indirectly and in any capacity, the same duties - whether on his/her own behalf or behalf of another party or in conjunction with another party - that will be in competition with the Company's business for a period of 24 months. This restriction shall apply to the following territory: Tulsa, OK
  - b. During the term of employment this Covenant Not to Compete shall NOT be limited to any geographical area.
6. **General**



- a. The parties agree that any amendment to this Agreement or waiver of rights or consent given on each and every occasion relating to the terms of this Agreement shall only be valid if it is in writing and signed by both parties.
- b. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Oklahoma and the invalidity of one clause shall not affect or invalidate the remainder.
- c. If any restriction or part of a restriction is judged by an appropriate court of law as too broad in scope, it is specifically agreed and consented to by both parties to remain in place but to be modified to the extent it may be valid and enforceable.

**By signing below the Employee acknowledges that he/she had the opportunity to seek independent advice and propose amendments prior to signing, understands the provisions of this Agreement and is signing it willingly and not under undue influence or duress.**

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Signed on behalf of the Company: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_