



## DRAFTING EXAMPLE A:

### Large Region/Limited Scope of Business

(b) Employee recognizes and acknowledges that by virtue of accepting employment hereunder, Employee will acquire valuable training and knowledge, enhance Employee's professional skills and experience, and learn proprietary trade secrets and Confidential Information of the Company. Employee further recognizes that, as a result of the employment hereunder, Employee has received highly specialized training and developed highly specialized expertise as a national specialist and member of the Company's [REDACTED]. In consideration of the foregoing and this employment contract, Employee agrees that during the Employment Period and for two (2) years thereafter (the "Non-Compete Period"), Employee will not directly or indirectly (whether as employee, director, owner, stockholder, consultant, partner (limited or general) or otherwise) own, manage, control, participate in, consult with, advertise on behalf of, render services for or in any manner engage in the competitive business of [REDACTED]

[Limited to services rendered only within the specialized program] which the Company is engaged in during and at the expiration of the Employment Period, at any location within a fifty (50) mile radius of any facility operated, managed or staffed by the Company at which the Employee performed services [would include hundreds of facilities across the U.S.] during the twenty-four (24) month period immediately preceding the termination, for any reason whatsoever, of the Employee's employment with the Company, including periods of employment with the Company and its predecessors prior to the date of this Agreement ("Restricted Territory"); nor shall Employee knowingly request, induce or attempt to influence any then existing customer or referral source of the Company to curtail any business they are currently, or in the last 36 months have been, transacting with the Company (the "Non-Compete"). Nothing herein will prevent Employee from being a passive owner of not more than 1% of the outstanding stock of any class of a corporation which is engaged in a competitive business of the Company and which is publicly traded, so long as Employee has no participation in the business of such corporation. Furthermore, during the Non-Compete Period, Employee shall not, without the Company's prior written consent, directly or indirectly, knowingly solicit or encourage or attempt to influence any employee to leave the employment of the Company. Employee agrees that the restraint imposed under this paragraph \_\_ is reasonable and not unduly harsh or oppressive and that, in the event that Employee is subject to the Non-Compete following the Employment Period, Employee would be able to find gainful employment within the Restricted Territory in the general field of [REDACTED], without providing the [REDACTED] services and products that Employee is prohibited from providing during the Non-Compete Period.



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## DRAFTING EXAMPLE B:

### Smaller Region/Broader Business Definition

(b) Employee recognizes and acknowledges that by virtue of accepting employment hereunder, Employee will acquire valuable training and knowledge, enhance Employee's professional skills and experience, and learn proprietary trade secrets and Confidential Information of the Company. In consideration of the foregoing and this employment contract, Employee agrees that during the Employment Period and for two (2) years thereafter (the "Non-Compete Period"), Employee will not directly or indirectly (whether as employee, director, owner, stockholder, consultant, partner (limited or general) or otherwise) own, manage, control, participate in, consult with, advertise on behalf of, render services for or in any manner engage in any competitive business of [REDACTED]

[REDACTED] which the Company is engaged in during and at the expiration of the Employment Period, at any location within a fifty (50) mile radius of any facility operated, managed or staffed by the Company at which the Employee performed services [would likely include less than 5 facilities] during Employee's employment with the Company; nor shall Employee knowingly request, induce or attempt to influence any then existing customer or referral source of the Company to curtail any business they are currently, or within the 36 months immediately prior to the termination of the Employment Period have been, transacting with the Company (the "Non-Compete"). Nothing herein will prevent Employee from being a passive owner of not more than 1% of the outstanding stock of any class of a corporation which is engaged in a competitive business of the Company and which is publicly traded, so long as Employee has no participation in the business of such corporation. Furthermore, during the Non-Compete Period, Employee shall not, without the Company's prior written consent, directly or indirectly, knowingly solicit or encourage or attempt to influence any employee to leave the employment of the Company. Employee agrees that the restraint imposed under this paragraph \_ is reasonable and not unduly harsh or oppressive.