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## NONCOMPETITION AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between Nobility Home Health Care Inc., a Minnesota Corporation (hereinafter referred to as the Company), and \_\_\_\_\_ (hereinafter referred to as the Employee).

In consideration of the Company's employment of Employee at this time, Employee hereby covenants and agrees with the Company as follows:

### 1. Covenant Against Competition

Employee will not do or attempt to do any of the following, either directly or indirectly, during the period that Employee is employed by the Company or during the period of fifteen months after Employee's employment terminates, within territory designated as the Minneapolis-St. Paul-Bloomington Metro Area as defined by the United States Census Bureau which are the Minnesota Counties of Sherburne, Wright, Carver, Scott, Hennepin, Anoka, Isanti, Chisago, Ramsey, Washington and Wisconsin Counties of St. Croix and Pierce: (a) compete against the Company; (b) carry on a business similar to the Company's business; (c) engage in a business similar to the Company's business; (d) solicit old customers of the Company; (e) or own, manage, be employed by, work for, consult for, be an officer or director of, advise, represent, engage in, or any other business similar to the type of business engaged in by the Company at that time.

### 2. Injunction and Damages

Employee agrees that this Agreement is important, material, confidential, and gravely affects the effective and successful conduct of the business of the Company and affects its reputation and goodwill, and that the Company is entitled to obtain an injunction and damages for any breach of this Agreement, including but not limited to compensatory, incidental, consequential, exemplary, and lost-profits damages. Employee also agrees to pay the Company's reasonable attorneys fees and costs (through appeal) for enforcement of this Agreement in the event that Employee shall breach any of the terms hereof.

### 3. Miscellaneous

- (a) Wherever used in this Agreement, the phrase "directly or indirectly" includes, but is not limited to, any action by the Employee through his wife, children, parents, brothers, sisters, or any other relatives, friends, trustees, agents or associates.
- (b) The Company may waive a provision of this Agreement only in a writing signed by the Manager of the Company and specifically stating what is waived. The rights of the Company under this Agreement may be assigned; however, the Employee may not assign any of his rights or obligations under this Agreement.
- (c) The title of this Agreement and the paragraph headings of this Agreement are not substantive parts of this Agreement and shall not limit or restrict this Agreement in any way.



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Ramsey, Washington and Wisconsin Counties of St. Croix and Pierce engaged in providing in home care for individuals to include in home cleaning, laundry, cooking and any other in home personal service for an individual or any other business similar to the type of business conducted by the Company at that time.

#### 4. No Disclosure of Information

Employee will not, at any time, in any fashion, form, or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, or Company, in any manner whatsoever, any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Company, including, but not limited to, the names of any of its customers or prospective customers or any other information concerning the business of the Company, its manner of operation, its plans, its vendors, its supplies and suppliers, its advertising and advertisements, its marketing and sales techniques, its manufacturing processes, its pricing and prices, or any other information of any kind, nature, or description, without regard to whether any or all of the foregoing matters would otherwise be deemed confidential, material, or important.

#### 5. Records Belong to Company

All books, records, files, forms, accounts, papers and documents relating in any manner to the Company's business, vendors, suppliers or customers, whether prepared by Employee or anyone else, are the exclusive property of the Company and shall be returned immediately to the Company upon termination of employment or upon the Company's request at any time.

#### 6. Notification of Subsequent Employment

During a period of fifteen months immediately following the termination of Employee's employment, Employee shall notify Company in writing by U.S. Mail, return receipt requested, within five days of accepting employment with any other employer (including self-employment). Said notice shall include the name, address, and telephone number of the new employer(s), the date employment began, and the duties to be performed by Employee.

#### 7. Breach

The parties hereby agree that each of the foregoing matters is important, material and confidential, and gravely affect the effective and successful conduct of the business of the Company. Any breach of the terms of this Agreement is a material breach of this Agreement, from which Employee may be enjoined and for which the Employee shall also pay to the Company all damages (including but not limited to compensatory, incidental, consequential and lost profits damages), which arise from the breach, together with interest, costs and Company's reasonable attorneys fees (through appeal) to enforce this Agreement.



8- No Waiver

Company may waive a provision of this Agreement only in a writing signed by the President of the company. The waiver by the Company of a breach by Employee of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the Employee.

9- Not Contract for Employment

The agreement is not an employment contract and does not give Employee any employment rights and may not be interpreted by any court of competent jurisdiction as creating an employment contract or employment rights.

10- Miscellaneous

No change, addition, deletion, or amendment of this Agreement shall be valid or binding upon either party unless in writing and signed by the party. There are no oral or other agreements or understanding agreements and understandings between the parties affecting this agreement. This agreement replaces and supersedes all prior agreements and understandings as to this subject matter.

Dated \_\_\_\_\_

Employee Name \_\_\_\_\_ Signature \_\_\_\_\_