

## 5212 IRVINGTON BLVD. - HOUSTON, TX 77009 - (P) 713-695-9593 - (F) 713-695-9955

## **Non – Compete Clause**

You occupy a trusted position at the Safari Marketing Group. You have access to confidential and proprietary information, such as trade secrets, cost and price data, internal corporate planning, methods of operation; know how, practices, procedures, and techniques.

Accordingly, on behalf of the Safari Marketing Group, I want to explain certain basic agreements with all individuals who are contracted by Safari Marketing Group that have always been understood, but which have not always been stated expressly in writing. In order to be consistent with similar agreements made with other management/non-management contractors of Safari Marketing Group, the Company requests, and you concur in, the following acknowledgments and agreements.

As you know Safari Marketing Group has invested a substantial amount of time and money in the development and operation of its Promotional Marketing, Printing, and Product Demonstration, as well as our practices and procedures. In addition, you are aware that the discussions, writings, and other communications among executive and management/non-management contractors of Safari Marketing Group concerning its present business and future endeavors contain confidential and proprietary information that is extremely valuable to the Company and not generally known to the public, or to the business community or other marketing/promotional companies.

Therefore based on all the foregoing, you hereby agree that during your contract of labor agreement by Safari Marketing Group, and for a period of seven (7) years after termination of your agreement, you will keep all information described herein in strict confidence and not disclose it to any person outside of Safari Marketing Group without the prior written consent of Safari Marketings' President, which consent may be withheld for any reason whatsoever.

Furthermore, during the period of your agreement, and for a period of seven (7) years thereafter, you hereby agree that you will not directly or indirectly engage in competition in any way with Safari Marketing Group by being associated with any Printing, Promotional Marketing, or Product Demonstration or other business that

may compete with Safari Marketing Group in any area that Safari Marketing Group may be engaged in business or any area for which Safari Marketing Group has submitted proposals for business. The term "competition" as used in the foregoing shall include, but not be limited to, attempts to divert clients, suppliers or accounts from the Company and attempts to induce contractors of the Company to terminate their agreement. You hereby agree that Safari Marketing Group shall be entitled to enforce the provisions of this Memorandum by any legal means. Such means shall include that right to enjoin you by legal process from violating the provisions hereof.

I have read the foregoing statements, discussed and considered it thoroughly and fully and understand its contents. I acknowledge my obligation not to compete with the Company (or any related entity) and my duty to maintain the confidentiality of the above information. Further, I understand that my agreements in this regard can be enforced legally by injunction.

DATE: \_\_\_\_\_

## CONTRACTOR NAME: \_\_\_\_\_

CONTRACTOR SIGNATURE: \_\_\_\_\_

CC: Personnel File