

## NON-COMPETE

For valuable consideration (the receipt and sufficiency of which are hereby acknowledged, ■ (the “Covenantor”) covenants, agrees and acknowledges as follows:

1. Until the end of ■ years following the Closing Date (the “Restricted Period”) the Covenantor shall not, and shall take all steps within his/her power to ensure that no person related to the Covenantor shall, directly or indirectly, anywhere in (a) Canada, or (b) the United States of America, or (c) Mexico (each area being acknowledged by Covenantor to be a distinct covenant severable from each other) (i) engage in the Business for his, her or its own account; (ii) enter the employ of, or render any services of whatever kind to, any person engaged in the Business; (iii) become or continue to be a partner, shareholder, officer, director, licensor, licensee, principal, agent, employee, trustee, consultant to or be in any other relationship or capacity interest in any person engaged in the Business; provided, however, that the Covenantor and/or any person related to the Covenantor may own, directly or indirectly, solely as an investment, securities of any person which are traded on any national securities exchange, provided that the Covenantor, together with all persons related to the Covenantor does not, directly or indirectly, own 2.5% or more of any class of securities of such person; or (iv) approach or solicit any customer of, employee, or supplier to the Companies on behalf of or for the benefit of any person engaged in the Business. This covenant shall not apply to the ■ business of ■, but solely to the type and extent of such business as carried on at the date hereof.
2. During the Restricted Period, the Covenantor shall himself/herself, and shall take all steps within his/her power to ensure that all persons related to the Covenantor, shall (i) keep secret and retain in strictest confidence, and (ii) not use for his, her or its benefit or for the benefit of others, and (iii) not disclose to anyone outside of the Companies without the express written consent of each affected Company or as required by law, any and all confidential matters of the Companies including, without limitation, trade secrets of the Companies learned by the Covenantor or a person related to the Covenantor heretofore or hereafter.
3. During the Restricted Period, the Covenantor shall himself/herself, and shall take all steps within his/her power to ensure that all persons related to the Covenantor refrain from approaching, soliciting or recommending (or suggesting or recommending that any third party approach, solicit or recommend) any employee of any of the Companies respecting any alternative employment (including, without limitation, any employment with any person related to the Covenantor) or other activity or matter which would restrict, limit or interfere with continued full-time employment of such employee by the Companies.
4. All terms used herein as defined terms and not expressly defined herein shall have the meaning ascribed thereto in the Share Purchase Agreement dated ■, 199■, and made among ■, ■ and ■.

DATED this     day of ■, 199■.

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as to the signature of

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