Non-Compete and Non-Solicitation Agreement

This is an Agreement between_____ ("CONTRACTOR") and GENOMICS ("CLIENT"). The Agreement is effective on _____ ("Effective Date").

In consideration of the employment opportunity provided by the Client, Contractor intends to be legally bound, and agrees to the following:

1. **Term of Agreement**. This Agreement is effective on the Effective Date, and shall remain in effect throughout the term of your contract agreement with the Client and for a period of one year thereafter.[1]

2. **Limitations of this Agreement**. This Agreement is *not* a contract of employment. Neither Contractor nor the Client are obligated to any specific term of employment or independent contract. This Agreement is limited to the subject matter of covenants not to compete or solicit as described in this Agreement.

3. **Covenant Not to Compete**. Contractor agrees that at no time during the term of the contract agreement with the Client will the Contractor engage in any business activity which is competitive with the Client nor work for any company which competes with the Client.

    For a period of one (1) year immediately following the termination of contract agreement, Contractor will not, for him/herself or on behalf of any other person or business enterprise, engage in any business activity which competes with the Company within the State(s) of _____.

4. **Non-solicitation.** During the term of the contract agreement, and for a period of one (1) year immediately thereafter, Contractor agrees not to solicit any employee or independent contractor of the Client on behalf of any other business enterprise, nor shall you induce any employee or independent contractor associated with the Client to terminate or breach an employment, contractual or other relationship with the Client.

5. **Soliciting Customers After Termination of Agreement**. For a period of one (1) year following the termination of the contract agreement and the Contractor's relationship with the Client, Contractor shall not, directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of the Client or any other information pertaining to them. Neither shall the Contractor call on, solicit, take away, or attempt to call on, solicit, or take away any customer of the Client on whom the Contractor has called or with whom the Contractor has became acquainted during the term of the contract agreement, as the direct or indirect result of the Contractor agreement with the Client.

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6. **Injunctive Relief**. Contractor hereby acknowledges (1) that the Client will suffer irreparable harm if Contractor breaches his/her obligations under this Agreement; and (2) that monetary damages will be inadequate to compensate the Client for such a breach. Therefore, if the Contractor breaches any of such provisions, then the Client shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

7. **Severable Provisions**. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

8. **Modifications**. This Agreement may be modified only by a writing executed by both the Contractor and the Client.

9. **Prior Understandings**. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. The Agreement supersedes all prior understanding, agreements, or representations.

10. **Waiver**. Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

11. **Jurisdiction and Venue**. This Agreement is to be construed pursuant to the laws of the State of Florida. Contractor agrees to submit to the jurisdiction and venue of any court of competent jurisdiction in Volusia County, Florida; without regard to conflict of laws provisions, for any claim arising out of this Agreement.

Date_____   GENOMICS ("Client")

                                             By_____

By your signature below you acknowledge that you have read and understand the foregoing Agreement, that you agree to comply with all of the terms of the Agreement, and that you have received a copy of the Agreement.

Date_____   _____
                                  Contractor