

Non-Competition Sample Clauses

Non-Competition.

In consideration of the enhanced severance protections and other consideration provided to the Executive pursuant to this Agreement, during the Restricted Period (as defined below), the Executive shall not, directly or indirectly, either for himself or any other person, own, manage, control, materially participate in, invest in, loan money to, permit his name to be used by, act as consultant or advisor to, render services for (alone or in association with any person, firm, corporation or other business organization) or otherwise assist in any manner any business which is a competitor of or is in the same or substantially similar line of business as a portion of the Company's business or of the business of any subsidiary of the Company (collectively, a "Competitor"). Notwithstanding the foregoing, nothing herein shall prohibit the Executive from being a passive owner of not more than five percent (5%) of the equity securities of a Competitor that is publicly traded, so long as he has no active participation in the business of such Competitor. For purposes hereof, the term "Restricted Period" means the period commencing with the Effective Date and ending, unless tolled in accordance with this Section 9, on the date which is twelve (12) months after the date of termination (for any reason) of the Executive's employment with the Company.

Non-Competition.

During the Non-Compete Term, Employee shall not, unless acting as an officer or employee of, or consultant to, the Companies directly or indirectly, (i) own, manage, operate, join, control or participate in the ownership, management, operation or control of, or be connected as an officer, director, employee, stockholder, partner, advisor, consultant or otherwise with, or provide any financing or lease any assets to, any entity that engages in or intends to engage in any Competing Business (as hereinafter defined), or (ii) solicit, employ, retain as a consultant, interfere with or attempt to entice away from the Companies or their respective Affiliates, any Protected Employee (as hereinafter defined), or (iii) solicit, interfere with or attempt to entice away from the Companies or their respective Affiliates, any Person, firm or corporation which has been or is during the two-year period preceding the date on which a determination is made a customer of the Companies or any of its subsidiaries. Ownership of not more than 2% of the outstanding stock of any publicly traded company shall not be a violation of this Section 3.1 so long as Employee does not participate in the management of such company. As used herein, "COMPETING BUSINESS" shall mean any business or other enterprise which engages in the marine transportation business or otherwise competes with the Companies; and "PROTECTED EMPLOYEE" shall mean any current or former employee of the Companies during the period in which the covenants set forth in this Section 3.1 are in effect, but excluding Persons who have not been employed by the Companies during the two-year period preceding the date on which a determination is made regarding whether a Person is a Protected Employee.

Non-Competition.

The Executive covenants and agrees that during the Employment Term and for a period extending to the first anniversary of the Executives termination of employment for any reason (the "Restricted Period"), with respect to any State in which the Company is engaged in business at the time of such termination, the Executive shall not, directly or indirectly, individually or jointly, own any interest in, operate, join, control or participate as a partner, director, principal, officer, or agent of, enter into the employment of, act as a consultant to, or perform any services for (i) any entity which competes to a material extent with the business activities in which the Company is engaged at the time of such termination or in which business activities the Company has documented plans to become engaged in and as to which Executive has knowledge at the time of Executives termination of employment, or (ii) any entity in which any such relationship with the Executive would result in the inevitable use or disclosure of Confidential Information. Notwithstanding anything herein to the contrary, this Section 7(b) shall not prevent the Executive from acquiring as an investment securities representing not more than three percent (3%) of the outstanding voting securities of any publicly-held corporation.

Non-Competition.

During the Executives employment and for a period of one (1) year following the termination of the Executives employment for any reason, Executive shall not, whether individually, as a director, manager, member, stockholder, partner, owner, employee, consultant or agent of any business, or in any other capacity, other than on behalf of the Company or a subsidiary or affiliate, organize, establish, own, operate, manage, control, engage in, participate in, invest in, permit his name to be used by, act as a consultant or advisor to, render services for (alone or in association with any person, firm, corporation or business organization), or otherwise assist any person or entity that engages in or owns, invests in, operates, manages or controls any venture or enterprise, which engages or proposes to engage in the coated paper and/or carbonless paper business anywhere in the world (the "Business"). Notwithstanding the foregoing, nothing in this Agreement shall prevent the Executive from owning for passive investment purposes not intended to circumvent this Agreement, less than five percent (5%) of the publicly traded common equity securities of any company engaged in the Business (so long as the Executive has no power to manage, operate, advise, consult with or control the competing enterprise and no power, alone or in conjunction with other affiliated parties, to select a director, manager, general partner, or similar governing official of the competing enterprise other than in connection with the normal and customary voting powers afforded the Executive in connection with any permissible equity ownership).