

[Exhibit G](#)

Form of Non-Competition, Non-Solicitation and Confidentiality Agreement

**Non-Competition, Non-Solicitation
and
Confidentiality Agreement**

This **Non-Competition, Non-Solicitation and Confidentiality Agreement** ("Agreement") has been executed and delivered as of the ____ day of _____, by _____ ("Larger Shareholder"), for the benefit of **Rural Cellular Corporation**, a Minnesota corporation, ("RCC") and its subsidiaries, including, but not limited to **Saco River Telegraph and Telephone Company**, a Maine corporation ("SRTT").

R E C I T A L S:

- A. SRTT, certain stockholders of SRTT, including the Larger Stockholder and Rural Cellular Corporation, a Minnesota corporation ("RCC") entered into an Agreement and Plan of Merger (the "Merger Agreement") dated as of June __, 2000 which provides for the acquisition by a wholly owned subsidiary of RCC (or one of RCC's subsidiaries) all of the issued and outstanding capital stock of SRTT; and
- B. Unless otherwise defined in this Agreement, capitalized terms used but not defined shall have the same definition as ascribed to such terms in the Merger Agreement; and
- C. As a material inducement to RCC to acquire, through merger, SRTT, and in consideration of the terms and conditions contained in the Merger Agreement and other good and valuable consideration, the Larger Stockholder has agreed to enter into this Agreement as a condition of consummating the transaction contemplated by the Merger Agreement.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees as follows:

1. **Restrictive Covenant.** *Larger Stockholder agrees that for a period of one (1) year from and after the date of this Agreement ("Restricted Period") (which period shall be extended as appropriate for any period(s) of time that the Larger Stockholder is in breach of the restrictive covenants set forth herein), he/she/it will not, directly or indirectly, own (except for ownership of less than three percent (3%) of the aggregate securities of any class of publicly traded securities of any Person), participate in (whether as a partner, shareholder, principal, member, officer, director, agent, trustee, consultant, lender, employee or in any other relationship or capacity), operate, manage, or work for any Person that engages in the operation or ownership of any of the following businesses located in Maine, New Hampshire or within two hundred fifty (250) miles thereof: (A) any local exchange carrier or other wireline telecommunications business; (B) any wireless telecommunications business, including cellular, personal communication services, microwave or other bandwidth; (C) and other communication or data services.*

2. **Nonsolicitation of Employees.** The undersigned further agrees that during the Restricted Period the undersigned will not, either alone or in conjunction with any other Person, directly or indirectly, solicit, divert or attempt to solicit or divert any of the employees or agents of RCC or its subsidiaries (including SRTT) to work for or represent any competitor of RCC or its subsidiaries (including SRTT) or for any other employment.

3. **Confidentiality.** The undersigned agrees that all matter of a proprietary or confidential nature, including, but not limited to, financial data, information regarding customers, vendors and pricing information, which the undersigned has obtained or which the undersigned has made or compiled during or because of the undersigned's relationship with SRTT shall be the exclusive property of SRTT and shall be regarded by the undersigned as of a confidential or proprietary nature. The undersigned will regard and preserve as confidential all such information, will neither disclose, nor supply to any person, firm, or business, nor use for the undersigned's own benefit or business said confidential or proprietary information unless otherwise expressly authorized in writing by RCC.

4. **Enforcement.**

(A) The undersigned agrees that the scope of the restrictions contained in this Agreement are reasonable and necessary for the protection of RCC and its subsidiaries (including SRTT). If any court should hold that the covenants contained in this Agreement are too broad to be enforced, the undersigned specifically agrees that the court shall not disregard the provisions of this Agreement but shall, instead, enforce those provisions as to such scope as the court deems equitable.

(B) The undersigned recognizes that RCC and its subsidiaries (including SRTT) will suffer irreparable damage if the undersigned breaches these covenants. The undersigned recognizes that it may be difficult to compute the damage to RCC and its subsidiaries (including SRTT) as a result of any such breach by the undersigned and that, therefore, in addition to any other relief to which it may be entitled, RCC and its subsidiaries (including SRTT) shall be entitled to apply to any court of competent jurisdiction for injunctive relief, both temporary and permanent, to restrain any breach, threatened or actual, of any of the restrictive covenants contained herein, and the undersigned hereby consents to the issuance of such injunctive relief without the posting of a bond or other security.

(C) This Agreement will be governed by the laws of the State of Maine. The undersigned hereby consents to personal jurisdiction by the federal and state courts of the State of Maine in the event of any dispute arising hereunder.

5. **Miscellaneous.**

(A) The undersigned agrees that this Agreement shall inure to the benefit of RCC and its subsidiaries (including SRTT) and their successors and assigns.

(B) No waiver or modification of this Agreement or any provision of this Agreement will be effective unless made in writing and executed by both parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth in the first paragraph.

(Larger Shareholder)