

NON-SOLICITATION AGREEMENT

This Non-Solicitation Agreement is entered into on [Agreement.Date], between [Employer Name] (“**Employer**”) and [Employee Name] (“**Employee**”).

Terms

Employee and Employer have entered into an employment relationship that requires the following terms for both parties' mutual well protection and satisfaction.

1. Employee acknowledges that he/she will acquire considerable knowledge and expertise from the Employer as well as from vendors, subcontractors and other employees in the course of carrying out their job duties. Furthermore, Employee acknowledges that he or she may be able to use such knowledge in a manner detrimental to the Employer. Therefore, Employee agrees to the following:

- a) Employee will not, for a period of [Term.Months] months after termination of his or her employment, approach any customer, affiliate, or business partner of the Employer for purposes of seeking employment or business arrangements in competition with the Employer's line of business.
- b) Employee will not, for a period of [Term.Months] months following termination of his or her employment approach, entice, solicit, or contact any individual in employment at [Employer Name] for any reason.
- c) Employee agrees to provide this contract to any and all subsequent employers of the Employee during the term of this non-solicitation agreement.
- d) The Employee agrees that all provisions are fair and just. If at any time or point any provision is voided all other provisions shall remain in effect.
- e) Employee acknowledges that any breach in this contract will be subject to court rulings in New York for direct and indirect damages.

2. Any notice required or pertaining to this agreement shall be made in writing and delivered either personally or by certified letter to receiving member.

3. The terms and conditions included constitute the entire agreement between the parties and supersede any communications orally or written previously between either party.

4. If any or all terms of this Non-Solicitation Agreement are found to be invalid or unenforceable in a court of law, then this Agreement and all remaining terms will remain in full force and effect as if such invalid or unenforceable term had never been included with unenforceable term being replaced by a similar enforceable term as agreed by both parties.

5. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the

determination of the scope or applicability of this agreement to arbitrate, shall be determined by confidential arbitration in New York City, before the New York State Arbitration Alternative's arbitrator(s) (the "NYSAA"). The arbitration shall be administered by the NYSAA either online or in person pursuant to its NYSAA Commercial Arbitration Rules & Procedures accessible at www.nysaa.nyc. The NYSAA Rules and Code of Ethics are hereby incorporated in this Agreement by reference. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

Both parties have appeared on this day and have read and agree with all terms of this Non-Solicitation Agreement listed above.

Employee

Employer

[Name]

[Name]

Date