



## NON-DISPARAGEMENT, NON- ENDORSEMENT AGREEMENT

This Confidentiality, Non-Disparagement, and Non-Endorsement Agreement ("Agreement") is made between \_\_\_\_\_ (the "Contractor") and NuRepublic LLC, a Puerto Rico Limited Liability Corporation, ("COMPANY"), along with its subsidiaries, parents, joint ventures, affiliated entities, and includes its successors and assigns or any such related entities. In consideration defined in sections below, both parties agree as follows:

**DISPARAGE DEFINITION.** For purposes of this Section, "disparage" shall mean any negative statements, reviews, comments, or feedback, whether written or oral, about NuRepublic {employees, contractors, affiliate companies, products} This will include all written or electronic communication, whether email, text message, use of Yelp, LinkedIn, Rip Off Report, Better Business Bureau, Facebook, Craigslist, Instagram, Twitter, etc..

**COVENANT OF NON-DISPARAGEMENT.** Each of the Company and the CONTRACTOR covenants never to disparage or speak ill of the other party or any of their products, services, affiliates, subsidiaries, officers, directors, employees or shareholders, and will take reasonable steps to prevent and will not knowingly permit any of their respective employees or agents to, disparage or speak ill of such persons. Notwithstanding the foregoing, the CONTRACTOR expressly assumes all risk associated with listing any past or present Company employee, CONTRACTOR or agent, or the Company itself, as a reference in connection with the CONTRACTORs pursuit of future employment or engagement, and the CONTRACTOR agrees that any such person whom the CONTRACTOR lists as a reference shall in response to any request for a reference concerning the CONTRACTOR be permitted to provide complete, truthful and accurate information concerning the CONTRACTOR without creating any liability for himself or herself, the Company, any affiliated entity, or any employee, CONTRACTOR, agent or representative of any of the foregoing.

**LIQUIDATED DAMAGES FOR BREACH OF NON- DISPARAGEMENT.** In the event CONTRACTOR breaches any component of the Non-Disparagement at any time, CONTRACTOR acknowledges and agrees that it would be impractical or extremely difficult to ascertain the amount of actual damages to Company. For this reason, CONTRACTOR agrees that any violation of the Non-Disparagement provision of this Agreement shall result in the imposition of liquidated damages, and not as a penalty, in the amount of Twenty Thousand Dollars (\$20,000.00), per each occurrence, to be paid by CONTRACTOR to Company, which represents the reasonable compensation for the loss incurred because of the breach.

**NON-ENDORSEMENT.** Executive shall not in any way, directly or indirectly, at any time during the Restricted Period endorse any Competitive Business or competing product, promote or speak on behalf of any Competitive Business or competing product, or allow Employee s name or likeness to be used in any way to promote any Competitive Business or competing product.

**RELEASE AND COVENANT NOT TO SUE.** (a) Herein CONTRACTOR hereby forever releases, discharges, cancels, waives, and acquits the other party and its or his representatives (which shall include, as applicable, spouse, heirs, executors, administrators, successors, assigns, affiliates, subsidiaries, corporate parents, agents, directors, officers, owners, attorneys) of and from any and all rights, claims, demands, causes of action, obligations, damages, penalties, fees, costs, expenses, and liability of any nature whatsoever, whether in law or equity, which a party has, had or may hereafter have against it arising out of, or by reason of, any cause or matter, existing as of the date of execution of this Agreement, WHETHER KNOWN TO THE PARTY AT THE TIME OF EXECUTION OF THIS AGREEMENT OR NOT, other than for breach of this Agreement. (b) This FULL WAIVER OF ALL CLAIMS includes, without limitation, attorneys fees, any claims, demands, or causes of action arising out of, or relating in any manner whatsoever to, the employment and/or termination of the employment of Officer by the

Initial: \_\_\_\_\_



Company, such as, BUT NOT LIMITED TO, any charge, claim, lawsuit or other proceeding arising under the Civil Rights Act of 1866, 1964, 1991, Title VII as amended by the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Labor Management Relations Act (LMRA), the Employee Retirement Income Security Act (ERISA), the Consolidated Omnibus Budget Reconciliation Act, the Fair Labor Standards Act (FLSA), the Equal Pay Act, the Rehabilitation Act of 1973, and the Family and Medical Leave Act of 1993, workers compensation laws, or any other federal, state, or local statute, or any contract, agreement, plan or policy. (c) In addition the CONTRACTOR covenants and agrees not to institute, nor cause to be instituted, any legal proceeding, including filing any claim or complaint with any government agency alleging any violation of law or public policy or seeking workers compensation, against the Company (or any of its representatives) premised upon any legal theory or claim whatsoever, including without limitation, contract, tort, wrongful discharge, personal injury, interference with contract, breach of contract, defamation, negligence, infliction of emotional distress, fraud, or deceit, except to enforce the terms of this Agreement. (d) The CONTRACTOR acknowledges that the considerations afforded the party under this Agreement are in full and complete satisfaction of any claims a party may have or had to the date hereof, including any arising out of Officers employment with the Company or the termination thereof. (e) The foregoing shall not apply to any conduct that constituted fraud, involved an intentional or reckless misstatement or omission, or was not performed in good faith and in (or at least not opposed to) the best interests of the Company.

**SUCCESSORS AND ASSIGNS PROVISION.** This agreement may be assigned by the COMPANY in the event of a merger or consolidation of the COMPANY or in connection with the sale of all or substantially all of the COMPANY's business.

Print \_\_\_\_\_

Signature \_\_\_\_\_

SSN# \_\_\_\_\_

Date \_\_\_\_\_