



## CONFIDENTIALITY, NON-COMPETITION, NON-SOLICITATION AGREEMENT

This Confidentiality, Non-Competition, and Non-Solicitation 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:

The CONTRACTOR specifically agrees that for a period of two years after the CONTRACTOR is no longer employed by the COMPANY, the CONTRACTOR will not engage, directly or indirectly, either as proprietor, stockholder, partner, officer, CONTRACTOR or otherwise, in the same or similar activities as were performed for the COMPANY in any business worldwide of which distributes or sells products or provides services similar to those distributed, sold, or provided by the COMPANY at any time during the 1st year preceding the CONTRACTOR's termination of employment.

**NON-SOLICITATION OF CUSTOMERS/CLIENTS PROVISION.** CONTRACTOR agrees that for two years after CONTRACTOR is no longer employed by the COMPANY, CONTRACTOR will not directly or indirectly solicit, agree to perform or perform services of any type that the COMPANY can render ("Services") for any person or entity who paid or engaged the COMPANY for Services, or who received the benefit of the COMPANY's Services, or with whom CONTRACTOR had any substantial dealing while employed by the COMPANY. However, this restriction with respect to Services applies only to those Services rendered by CONTRACTOR or an office or unit of the COMPANY in which CONTRACTOR worked or over which CONTRACTOR had supervisory authority. This restriction also applies to assisting any employer or other third party.

**NON-SOLICITATION OF CONTRACTORS OR EMPLOYEES.** For a period of five years from the date that CONTRACTOR is no longer employed by the COMPANY, CONTRACTOR shall not take any actions to assist CONTRACTOR's successor employer or any other entity in recruiting any other CONTRACTOR who works for or is affiliated with the COMPANY. This includes, but is not limited to: (a) identifying to such successor employer or its agents or such other entity the person or persons who have special knowledge concerning the COMPANY's processes, methods or confidential affairs; and (b) commenting to the successor employer or its agents or such other entity about the quantity of work, quality of work, special knowledge, or personal characteristics of any person who is still employed at the COMPANY. CONTRACTOR also agrees that CONTRACTOR will not provide such information set forth in (a) and (b) above to a prospective employer during interviews preceding possible employment.

**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.

**SEVERABILITY PROVISION.** The covenants of this Agreement shall be severable, and if any of them is held invalid because of its duration, scope of area or activity, or any other reason, the parties agree that such covenant shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and the modified covenant shall thereafter be enforceable as if originally made in this Agreement. CONTRACTOR agrees that the violation of any covenant contained in this Agreement may cause immediate and irreparable harm to the COMPANY, the amount of which may be difficult or impossible to estimate or determine. If CONTRACTOR violates any covenant contained in this Agreement, then COMPANY shall have the right to equitable relief by injunction or otherwise, in addition to all other rights and remedies afforded by law. This agreement shall be renewable at the end of the current term for a successive eight-year term unless either party gives written notice of its intention not to renew one year before expiration of the current term.

Print \_\_\_\_\_

Signature \_\_\_\_\_

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

Date \_\_\_\_\_