

**NON-SOLICITATION AGREEMENT**

This NON-SOLICITATION AGREEMENT (the "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BETWEEN:**

\_\_\_\_\_  
("Employer")

**OF THE FIRST PART**

**AND**

\_\_\_\_\_  
("Employee")

**OF THE SECOND PART**

**BACKGROUND:**

A. The Employee is currently or may be employed as an employee with the Employer for the position of: Financial Advisor. In addition to this responsibility or position, this Agreement also covers any position or responsibility now or later held with the Employer (the "Employment").

B. As a result of the Employment, the Employee will receive from, or develop on behalf of the Employer, certain proprietary or confidential information (the "Confidential Information") and the Employer has sought assurance this will not be exploited to gain a competitive advantage.

**IN CONSIDERATION OF** and as a condition of the Employment and the Employer providing the Confidential Information to the Employee in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**Non-Solicitation**

1. The Employee understands and agrees that any attempt on the part of the Employee to induce other employees or contractors to leave the Employer's workforce, or any effort by the Employee to interfere with the Employer's relationship with its other employees and contractors would be harmful and damaging to the Employer. The Employee agrees that during the Employment, and for a period of two (2) years after the end of that term, the Employee will not in any way, directly or indirectly: Solicit, entice, or hire away any employee or contractor of the Employer for the purpose of an employment opportunity that is in competition with the Employer.

2. This non-solicitation obligation as described in this section will be limited to employees or contractors who were employees or contractors of the Employer during the period that the Employee was employed by the Employer. This non-solicitation obligation pertains to Taylor legacy clients and any clients turned over to Employee to manage with someone. Legacy clients would be any client of Employer prior to Employee starting employment with Employer. All clients that Employee brings to Employer existing and new would be Employee's and released to him at any point.

3. During the Employment, and for two (2) years thereafter, the Employee will not divert or attempt to divert from the Employer any business the Employer had enjoyed, solicited, or attempted to solicit, from its customers, prior to termination or expiration, as the case may be, of the Employment.

### **Confidential Information**

4. The Employee acknowledges that, in any position the Employee may hold, in and as a result of the Employment, the Employee will, or may, be making use of, acquiring or adding to information which is confidential to the Employer (the "Confidential Information") and the Confidential Information is the exclusive property of the Employer.

5. The Confidential Information will include all data and information relating to the business and management of the Employer, including but not limited to accounting records to which access is obtained by the Employee, including Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customer Information.

6. The Confidential Information will also include any information that has been disclosed by a third party to the Employer and is governed by a non-disclosure agreement entered into between that third party and the Employer, i.e. the American Medical Association and family office clientele.

7. The Confidential Information will not include information that:

- (a) Is generally known in the industry of the Employer;
- (b) Is now or subsequently becomes generally available to the public through no wrongful act of the Employee;
- (c) Was rightfully in the possession of the Employee prior to the disclosure to the Employer by the Employer;
- (d) Is independently created by the Employee without direct or indirect use of the Confidential Information; or
- (e) The Employee rightfully obtains from a third party who has the right to transfer or disclose it.

8. The Confidential Information will also not include anything developed or produced by the Employee during the Employment, including but not limited to any intellectual property, process, design, development, creation, research, invention, know-how, trade name, trademark or copyright that:

- (a) Was developed without the use of equipment, supplies, facility or Confidential Information of the Employer;
- (b) Was developed entirely on the Employee's own time;
- (c) Does not result from any work performed by the Employee for the Employer; and
- (d) Does not relate to any actual or reasonably anticipated business opportunity of the Employer.

### **Duties and Obligations Concerning Confidential Information**

10. The Employee agrees that a material term of this Agreement is to keep all Confidential Information absolutely confidential and protect its release from the Public. The Employee agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which the Employee has obtained or which was disclosed to the Employee by the Employer as a result of the Employment. The Employee agrees that if there is any question as to such disclosure then the Employee will seek out senior management of the Employer prior to making any disclosure of the Employer's information that may be covered by this Agreement.

11. The Employee agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages, would cause irreparable injury to Employer, would gravely affect the effective and successful conduct of the Employer's business and goodwill, and would be a material breach of this Agreement.

12. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Employee in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and will continue for two (2) years from the date of such expiration or termination, except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.

13. The Employee may disclose any of the Confidential Information:

- (a) To a third party where Employer has consented in writing to such disclosure; or
- (b) To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body after providing reasonable prior notice to the Employer.

14. If the Employee loses or makes unauthorized disclosure of any of the Confidential Information, the Employee will immediately notify the Employer and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

15. The addresses for any notice to be delivered to any of the parties to this Agreement are as follows:

- (a) **Employer Name**  
Employer mailing address
  
- (b) **employee name**  
Employee mailing address

### **Representations**

16. In providing the Confidential Information, the Employer makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trademark infringement that may result from the use of such information.

### **Termination**

17. This Agreement will automatically terminate on the date that the Employment terminates or expires, as the case may be. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

### **Assignment**

18. Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

### **Amendments**

19. This Agreement may only be amended or modified by a written instrument executed by both the Employer and the Employee.

### **Governing Law**

20. This Agreement will be construed in accordance with and governed by the laws of the State of Tennessee.

### **Definitions**

21. For the purpose of this Agreement the following definitions will apply:

(a) “Work Product” means work product information, including but not limited to work product resulting from or related to work or projects performed or to be performed for the Employer or for customers of the Employer, of any type or form in any stage of actual or anticipated research and development.

(b) “Computer Software” means computer software resulting from or related to work or projects performed or to be performed for the Employer or for customers of the Employer, of any type or form in any stage of actual or anticipated research and development, including but not limited to programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts,

coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs.

(c) “Other Proprietary Data” means information relating to the Employer’s proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets).

(d) “Business Operations” means operational information, including but not limited to internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing any internal cost information, internal services and operational manuals, and the manner and methods of conducting the Employer’s business.

(e) “Marketing and Development Operations” means marketing and development information, including but not limited to marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Employer which have been or are being considered.

(f) “Customer Information” means customer information, including but not limited to names of customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of the Employer.

### **General Provisions**

22. Time is of the essence in this Agreement.

23. This Agreement may be executed in counterpart.

24. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

25. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.

26. The Employee is liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Employer in enforcing this Agreement as a result of any default of this Agreement by the Employee.

27. The Employer and the Employee acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the intention of the Employer and the Employee that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that

it is the intention of the Employee to give the Employer the broadest possible protection to maintain the confidentiality of the Confidential Information.

28. No failure or delay by the Employer in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.

29. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Employer and the Employee.

30. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

**IN WITNESS WHEREOF**, **Employer name** and **Employee name** have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Employer name**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**employee name**