

NON-SOLICITATION, NON-COMPETITION, AND CONFIDENTIALITY AGREEMENT

This Non-Solicitation, Non-Competition, and Confidentiality Agreement (“Agreement”) is entered into between _____ (“Employee”), and Prostaff USA, LLC, a Michigan limited liability company (“Employer”).

RECITALS

- A. Employer is a professional staffing service. Employee is employed by Employer primarily as a _____.
- B. Employee acknowledges that Employer has a legitimate business interest in protecting its confidential business information, including customer, process, and pricing information.
- C. Employee further acknowledges that Employer has a legitimate business interest in hiring and training employees, and that Employee may not solicit Employer’s employees on behalf of any other entity.
- D. Employer and Employee desire to enter into this Agreement to protect Employer’s legitimate business interests on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein the parties, intending to be legally bound, hereby agree as follows:

1. Confidential Information. Except in the direct performance of Employee’s job duties for the Employer during the term of employment, the Employee confirms that Employee shall not at any time, during or after Employee’s employment by Employer:

- a. Copy or otherwise duplicate any of Employer’s corporate records or documents of any nature, including but not limited to, customer lists and pricing information, or disclose same to any other person, firm or corporation for any purpose, or use same for their own financial gain.
- b. Copy, duplicate, or otherwise use any of Employer’s proprietary customer lists; pricing information; corporate forms; employee handbooks; personnel policy & procedure manuals; or any other forms or documents developed for or by Employer.
- c. Disclose to any third person, or use for their own financial gain, any Confidential Information learned or acquired by the Employee during Employee’s employment by the Employer, unless such Confidential Information has become or shall first become publicly available from sources other than the Employee. The only exception to the foregoing shall be disclosures required by valid order or subpoena issued by a court of competent jurisdiction.

The term “Confidential Information” shall mean information and compilations of information relating to the Employer’s business or the business of any affiliate of the Employer, consisting of: names, addresses, telephone numbers, contact persons and other identifying information relating to the Employer’s customers; information with respect to the needs and requirements of the various customers of the Employer; costs and price information regarding any of the Employer’s

products and/or services; financial information with respect to the Employer's business; and personnel data regarding any of the Employer's employees.

Employee acknowledges that such information, whether reduced to writing or not, is confidential and is the property of the Employer. Employee agrees not to use such information for any purpose.

2. Non-Solicitation. Employee agrees that Employee will not, during the course of Employee's employment with Employer, and for a period of one (1) year after the termination of such employment for any reason (including resignation), directly or seek or solicit any current Client of Employer in any manner or form or assist any other persons in doing so.

"Client" includes any individual or group who has done business with Employer during Employee's employment with Employer.

Employee further agrees that Employee will not, for a period of one (1) year after the termination of Employee's employment with Employer, directly seek or solicit any current employee of Employer or any of its affiliates to leave such employment during such period.

3. Non-Competition. Employee acknowledges and agrees that during the course of Employee's employment with Employer, Employee will gain information about Employer's clients, prospective clients, referral sources, and methods of operation, as well as develop relationships with clients, prospective clients, and referral sources. Employee acknowledges that the business interests of Employer are reasonable and need to be protected, and Employer expressly agrees to the following restrictive covenants:

- a. While employed by Employer, Employee will not solicit or accept employment from any other professional staffing service, nor engage in the same or similar business or professional activities as that carried on by Employer, regardless of whether such activities are pursued for pecuniary advantage, without the express written consent of Employer.
- b. Employee will not for a period of one (1) year after the termination of Employee's employment with Employer, regardless of the time, manner or cause of said termination, directly or indirectly own or operate, whether as a employee, agent, independent contractor, principal or otherwise, any professional staffing service within a twenty-five (25) mile radius of Employer's Office in any manner or form, or assist any other persons in doing so.

4. Remedy for Breach of Sections 1-3. Employee acknowledges and admits that a violation of Section 1, Section 2, and/or Section 3 of this Agreement will cause immediate and irreparable damage to Employer, the exact amount of which may not be subject to reasonable ascertainment. Employee and Employer agree that in the event of a breach of Section 1, 2, and/or 3 of this Agreement, Employer may, in their sole discretion, choose whether to pursue injunctive relief or liquidated damages from Employee. Employee hereby consents that in the event of such violation, Employer shall as a matter of right and as a matter of course be entitled to injunctive relief, restraining the continuing violation of any covenant or restriction herein.

Alternatively, Employee and Employer, as a reasonable mode of determining damages, agree that the following are liquidated damages and not a penalty:

- a. If Employee uses or discloses any confidential information in violation of Section 1, Employee and Employer agree that Employee will pay to Employer as liquidated damages the sum of \$10,000.00 for each instance.
- b. If Employee engages in solicitation of any existing customer or employee of Employer prohibited by Section 2, Employee and Employer agree that Employee will pay to Employer as liquidated damages the sum of \$ 10,000.00 for each instance.
- c. If Employee violates the non-competition provisions as set forth in Section 3, Employee and Employer agree that Employee will pay to Employer as liquidated damages the sum of \$50,000.00 for each instance.

5. **Consideration.** Employee acknowledges that this Agreement is supported by consideration, since Employer has no obligation to hire or continue to employ Employee.

6. **Voluntary Agreement.** Employee acknowledges that he entered into this Agreement voluntarily, that Employee understands the terms of the Agreement, and that Employee has had an opportunity to discuss the Agreement and its effects with any advisors Employee deems appropriate. Employee is advised to discuss this Agreement with Employee attorney prior to executing this Agreement.

7. **Severability.** If any of the provisions of this Agreement or its application to any party under any circumstances is adjudicated to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement or its application.

8. **Modification.** Any waiver, alteration or modification of this Agreement shall not be valid unless it is in writing and signed by the party against whom it is sought to be enforced.

9. **Entire Agreement.** No promise, inducement or agreement not herein expressed has been made, and the terms of this Agreement are the entire agreement between the parties. Any amendment to this Agreement must be in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands on the date set forth below.

EMPLOYEE:

**EMPLOYER:
Prostaff USA, LLC**

Name: _____

By: _____
Name: _____
Its: _____

Dated: _____, 20__

Dated: _____, 20__