

## **NON-CIRCUMVENTION / CONFIDENTIALITY AGREEMENT**

This Non-Circumvention / Confidentiality Agreement (the "Agreement") is made as of \_\_\_\_\_, by and among Work At Home Vintage Experts LLC (hereinafter referred to as "WAHVE") and \_\_\_\_\_ ("Client"), (generally WAHVE and Client will be referred to as the "Party" or "Parties").

**WHEREAS**, WAHVE provides insurance professionals to meet the needs of companies; and

**WHEREAS**, the Client wishes to utilize WAHVE to obtain insurance professionals to perform certain services.

**NOW, THEREFORE**, in consideration of the covenants set forth herein, and for other good and valuable legal consideration, the receipt and sufficiency of which is hereby acknowledged, WAHVE and Client hereby agree as follows:

### **1. Non-Circumvention**

(a) Client agrees that at all times while this Agreement remains in effect, and, thereafter for a period of eighteen (18) months, Client will, whether as a principal, agent, employee, employer, consultant, director or partner of any person, firm, corporation or business entity, or in any individual or representative capacity whatsoever, directly or indirectly, or whether on behalf of or through another person or entity irrespective of whether for compensation or otherwise (collectively included in the definition of "Client" for purposes of this paragraph), without the prior express written consent of WAHVE, approach, solicit, counsel or attempt to induce any person who is then in the employ of, an advisor to, consultant of, candidate of or otherwise providing services for WAHVE, to: (i) cease employment with or providing such services for or on behalf of the Client; or (ii) assume employment with or provide services on behalf of the Client.

(b) If Client uses the services of any candidate introduced by WAHVE as its direct employee, as an independent contractor, or through any person or firm other than WAHVE, Client agrees to pay WAHVE 30% of the amount paid to that person during the use of their services for a period of 18 months from termination of WAHVE services.

(c) Client shall limit access to the candidate's identity and information to its employees and consultants who have a specific need to know such information.

### **2. Confidential Information**

(a) "Confidential Information" means any information that any Party designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential. Confidential Information includes but shall not be limited to: corporate information pertaining to the structure, capitalization and shareholders of a

Party; compensation plans, compensation agreements and documents relating to the compensation of a Party's employees, contractors and candidates; financial information; marketing plans; business plans; pricing schedules, product offerings, customer agreements and lists; information pertaining to the business operations of a Party; and any other information pertaining to the business, operations, finances, and employees of any Party. Confidential Information also includes: (i) the terms or obligations contained in any of the foregoing documents; (ii) the identity of the parties to any agreements or contracts (whether written or oral); (iii) the identity of employees and independent contractors with whom any Party conducts business or utilizes services (irrespective of whether the relationship between the Party and such individual is in writing); and (iv) verbal disclosures of information. Hereinafter the Party disclosing Confidential Information shall be referred to as the "Disclosing Party" and the Party receiving confidential information shall be referred to as the "Receiving Party".

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without a Party's breach of any obligation owed to another Party; (ii) became known to the Receiving Party prior to disclosure of such information by the Disclosing Party; (iii) became known to the Receiving Party from a source other than the Disclosing Party other than by the breach of an obligation of confidentiality owed to the Disclosing Party; (iv) is independently developed by the Disclosing Party; or (v) is required to be disclosed by court order or regulatory body, provided, however, that the Receiving Party required to disclose same will use its best efforts to minimize the disclosure of such information and will consult with and assist the Disclosing Party in obtaining a protective order prior to such disclosure.

### **3. Restrictions**

(a) The Receiving Party shall not disclose any Confidential Information to third parties except upon the express prior written consent of the Disclosing Party.

(b) Each Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. Each Party may disclose Confidential Information only to their employees on a need-to-know basis. Each Party will have executed or shall execute appropriate written agreements with its employees sufficient to enable it to comply with all the provisions of this Agreement.

(c) Upon request at any time by the Disclosing Party, all confidential information and copies thereof in the possession of the Receiving Party shall be returned to the Disclosing Party or destroyed, as the Disclosing Party shall direct.

### **4. Rights and Remedies**

(a) The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by the Receiving Party, and will cooperate with the Disclosing Party in

every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use.

**(b)** Each Party shall indemnify and hold the other Parties harmless from and against any and all liability, damages, costs, and expenses (including reasonable attorneys' fees and costs of suit) arising out of its breach of this Agreement.

**(c)** Each Party acknowledges that any breach of this Agreement will cause the Disclosing Party irreparable harm and the Parties agree that preliminary or permanent injunctive relief, without the necessity of posting a bond or other security, would be appropriate in the event of breach of this Agreement by a Party in addition to any other rights and remedies a Party may have at law and equity.

## **5. Miscellaneous**

**(a)** This Agreement does not require any Party to disclose any Confidential Information. All such information will be disclosed on an "AS IS" basis and no Party shall be liable for damages arising out of the use or reliance on the Confidential Information provided in accordance with this Agreement and all Parties understand and agree that the use of such information is at their own risk.

**(b)** All Confidential Information is and shall remain the property of the Disclosing Party. By disclosing information to the Receiving Party, the Disclosing Party does not grant any express or implied right to the Receiving Party to any patents, copyrights, trademarks, or trade secret information.

**(c)** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by the Party against whom such modification would be enforced. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of any Party, or their respective agents or employees. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

**(d)** Each Party represents that the person signing on its behalf is authorized to enter into this Agreement and to bind it to the terms of this Agreement.

**(e)** This Agreement shall be construed and controlled by the laws of the State of New York and any actions related to same must be brought in the courts of the State of New York.

**(f)** Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the Parties, their successors and assigns.

(g) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(h) All obligations created by this Agreement shall survive change or termination of the Parties' business relationship.

**6. Term**

(a) The terms and conditions of this Agreement shall remain in effect for three (3) years following its execution by the Parties.

**IN WITNESS WHEREOF**, this Agreement is executed as of the date first set forth above.

**Work At Home Vintage Experts LLC  
(WAHVE)**

By: \_\_\_\_\_

Name: Sharon Emek

Title: President & CEO

\_\_\_\_\_  
**(Client)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_