

Non-Solicitation Agreement

This Agreement is made _____ by and between Allied Systems Northwest LLC ("Employer"), with offices at 6367 N. Moore Ave. Portland OR 97217 and _____ ("Consultant") residing at _____.

Whereas Consultant and Employer have entered into or are about to enter into an employment relationship for their mutual benefit; and,

Whereas a condition of entering into and/or continuing such employment relationship, Employer has required Consultant to enter into this Agreement;

Therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. Whenever used in this Agreement the word "Affiliate" means any entity a majority of whose voting shares or securities are owned or controlled directly or indirectly by Employer or the shareholders of Employer, or whose control is held by Employer or shareholders of Employer.

2. Non-Solicitation. Consultant acknowledges that he or she will acquire considerable knowledge about, and expertise in, certain areas of Employer's business and he or she will have knowledge of, and contact with, customers and suppliers of Employer and its Affiliates. Consultant further acknowledges that he or she may be able to utilize such knowledge and expertise, following termination of his or her service with Employer, to the serious detriment of Employer in the event Consultant should solicit business from customers of Employer or its affiliates. Accordingly, Consultant agrees that:

(a) Non-Solicitation of Customers. He or she will not, for a period of **one (3) year** after termination of his or her employment, directly or indirectly, approach any customer or business partner of Employer or its Affiliates for the purpose of providing services substantially similar to the services provided by the Employer or its affiliates; and

(b) Non-Solicitation of Employees. He or she will not, for a period of one (1) year after termination of his or her employment, directly or indirectly, approach, solicit, entice or attempt to approach, solicit or entice any of the other employees of Employer or its Affiliates to leave the employment of Employer.

(c) Presentment to any New Employer. Consultant agrees to give a copy of this Agreement to any new employer prior to his or her first day of work their so that the new Employer can evaluate whether they may be in violation of this Agreement. Consultant and Employer both believe that this step will help prevent any future conflict under this Agreement and Consultant promises faithfully to exercise this requirement under this Agreement.

3. Restrictions Reasonable. The Consultant acknowledges that all restrictions in this Agreement are reasonable in the circumstances and hereby waives all defenses to the enforcement thereof by the Employer. In the event that any provisions of this Agreement shall be deemed void or invalid by a court, the remaining provisions shall remain in full force and effect and the Consultant hereby confers upon such court the power to replace such void or invalid provisions with such other enforceable and valid provisions as shall be as near as may be to the original in form and effect.

4. Irreparable Harm. The Consultant acknowledges that breach by him or her of the terms and conditions of this Agreement may cause irreparable harm to Employer, which may not be compensable by monetary damages. Accordingly, the Consultant acknowledges that a breach by it of the terms and conditions of this Agreement shall be sufficient grounds for the granting of an injunction at the suit of the Employer by a court of competent jurisdiction.

5. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

6. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

7. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of New Hampshire and any dispute under this Agreement must be brought in this venue and no other.

8. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

9. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness **Allied Systems Northwest LLC**

By: _____

Franklin Smith CIO

Witnessed By: _____

(Print Name) _____

By: _____

_____, _____

Witnessed By: _____

(Print Name) _____

whereof, the parties have executed this Agreement as of the date first written above.