

## Poll to Pastern Non-Compete and Non-Solicitation Agreement

This is an Agreement between POLL TO PASTERNE and ANYONE RENTING OR USING ONE OF OUR RED LIGHT THERAPY, ACUPRESSURE OR AROMATHERAPY PRODUCTS & SERVICES ("borrower). The Agreement is effective on DATE OF TRANSACTION.

THE BORROWER, You, intending to be legally bound, agree to the following:

1. **Term of Agreement.** This Agreement is effective on the Effective Date, and shall remain in effect throughout the term of your borrowing of equipment and for a period of one year thereafter.<sup>1</sup>
2. **Limitations of this Agreement.** This Agreement is *not* a contract of employment. Neither You nor the Company are obligated to any specific term of employment. This Agreement is limited to the subject matter of covenants not to compete or solicit as described in this Agreement.
3. **Covenant Not to Compete.** You agree that at no time during the term of your borrowing equipment OR utilizing RLT, acupressure or aromatherapy services from Poll to Pastern will you engage in any business activity which is competitive with Poll to Pastern nor work for any company which competes with Poll to Pastern and their services offered.  
For a period of one (1) year immediately following the termination of your employment, You will not, for yourself or on behalf of any other person or business enterprise, engage in any business activity which competes with the Company within 60 miles of the facility.
4. **Non-solicitation.** During the term of your borrowing, and for a period of one (1) year immediately thereafter, You agree not to solicit any employee or

independent contractor of Poll to Pastern on behalf of any other business enterprise, nor shall you induce any employee or independent contractor associated with Poll to Pastern to terminate or breach an employment, contractual or other relationship with Poll to Pastern.

5. **Soliciting Customers After Termination of Agreement.** For a period of one (1) year following the completion of your borrowing and your relationship with Poll to Pastern, You shall not, directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of Poll to Pastern or any other information pertaining to them. Neither shall you call on, solicit, take away, or attempt to call on, solicit, or take away any customer of Poll to Pastern.
6. **Injunctive Relief.** You hereby acknowledge (1) that Poll to Pastern will suffer irreparable harm if You breach your obligations under this Agreement; and (2) that monetary damages will be inadequate to compensate Poll to Pastern for such a breach. Therefore, if You breach any of such provisions, then Poll to Pastern shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.
7. **Severable Provisions.** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.
8. **Modifications.** This Agreement may be modified only by a writing executed by both You and Poll to Pastern.
9. **Prior Understandings.** This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. The Agreement supersedes all prior understanding, agreements, or representations.
10. **Waiver.** Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.
11. **Jurisdiction and Venue.** This Agreement is to be construed pursuant to the laws of the State of North Carolina. You agree to submit to the jurisdiction and venue of any court of competent jurisdiction in Charlotte, North Carolina without regard to conflict of laws provisions, for any claim arising out of this Agreement.

Date\_\_\_\_\_

Poll to Pastern, Stephanie Pope

By\_\_\_\_\_

By your signature below you acknowledge that you have read and understand the foregoing Agreement, that you agree to comply with all of the terms of the Agreement, and that you have received a copy of the Agreement.

Date\_\_\_\_\_

\_\_\_\_\_  
Borrower(s)