

customer of the Company (person or entity) for whom the Contractor has received Customer Information.

2. Treatment of Documents. Contractor agrees that from the date hereof and hereafter during such Contractor's term of engagement and after the termination of such engagement, Contractor shall not (a) make, use or permit to be used any notes, memoranda, reports, lists, records, documentation or other materials of any nature relating to any matter within the scope of Customer Information ("Materials") otherwise than for the benefit of the Company; or (b) disclose to any other party any Customer Information or take and deliver to any other party any Materials or any reproduction of any description containing or pertaining to any Customer Information. Contractor further agrees that Contractor shall not, after the termination of Contractor's engagement, use or permit to be used any such Materials, it being agreed that all of the foregoing shall be and remain the sole and exclusive property of the Company. In the event of the termination of Contractor's engagement by Contractor or by the Company for any reason, Contractor will deliver to the Company all Materials.

3. Non-Interference. From time to time and during the term beginning on the date of the Contractor's most recent receipt of Customer Information from the Company in respect of any specific Customer and for two (2) years thereafter, Contractor (and its affiliates) shall not directly, without the prior written consent of the Company, solicit or accept the business of such Customer or induce such Customer to cease doing business with the Company or otherwise interfere with the Company's relationship with such Customer. By referring to Contractor's most recent receipt of Customer Information and in respect of any specific Customer, it is the intention of the parties that the above-referenced two (2) year period automatically extend each time Contractor receives Customer Information from the Company in respect of such Customer.

4. Remedies for Breach. Contractor agrees that any breach of this Agreement by Contractor would cause irreparable damage to the Company and that, in the event of such breach, the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent or redress the violation of my obligations hereunder.

5. Entire Agreement. This Agreement constitutes the entire agreement of Contractor and the Company with respect to the subject matter hereof and supersedes any and all prior understandings written or oral.

6. Severability. The provisions of this Agreement, shall be deemed severable, and the event of a finding of invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity and enforceability of the remaining provisions of this Agreement. In the event that any of the provisions relating to time periods and/or areas of restriction shall be declared by a court of competent jurisdiction to exceed the maximum time period and/or areas of restriction such court deems reasonable and enforceable, the maximum time period and/or the areas of restriction being deemed reasonable, valid, legal and enforceable by the court shall become and thereafter be the maximum time period and/or areas allowable by this Agreement.