

THE ART AGENCY · EMPLOYEE AGREEMENT

Non-Solicitation & Confidentiality Agreement

Provided per NH RSA 275:70 · Retain signed original in personnel file

This Non-Solicitation & Confidentiality Agreement ("Agreement") is entered into by and between The Art Agency LLC, a New Hampshire limited liability company ("Company"), and the undersigned employee ("Employee"), effective as of the date of Employee's signature below.

This Agreement is provided to Employee prior to or concurrent with the offer of employment in compliance with NH RSA 275:70, which requires that any non-compete or non-solicitation agreement be provided to the employee prior to acceptance of the offer of employment.

1. Confidential Information

During the course of employment, Employee will have access to and become familiar with confidential and proprietary information belonging to the Company ("Confidential Information"). Confidential Information includes, but is not limited to:

- Customer lists, contact information, policy details, coverage specifications, and account histories maintained in AMS360 or any other Company system
- Customer insurance needs, risk profiles, renewal dates, premium information, and coverage declination records
- Carrier relationships, commission structures, appointment agreements, contingency arrangements, and underwriting guidelines
- Company business strategies, financial information, marketing plans, pricing models, and growth projections
- Proprietary workflows, standard operating procedures, technology configurations, and system integrations (InsurGrid, Agency Zoom, PL Rater, AMS360, RingCentral)
- Dealership partnership arrangements, referral agreements, and lead generation processes with Key Auto Group or any other referral partner
- Employee compensation details, performance data, and personnel information of other employees

Confidential Information does not include information that: (a) is or becomes generally available to the public through no fault of Employee; (b) was lawfully in Employee's possession prior to employment with the Company; or (c) is required to be disclosed by law, regulation, or legal process.

2. Non-Disclosure Obligations

Employee agrees that, both during and after employment with the Company, Employee will not, directly or indirectly, disclose, publish, communicate, or make available any Confidential Information to any third party, or use any Confidential Information for any purpose other than the performance of Employee's duties for the Company. Upon termination of employment for any reason, Employee will immediately return all Company property and materials containing Confidential Information, including all copies, whether physical or electronic.

3. Non-Solicitation of Customers

For a period of twelve (12) months following the termination of Employee's employment with the Company, for any reason whether voluntary or involuntary, Employee agrees that Employee will not, directly or indirectly:

(a) Solicit, contact, or attempt to solicit or contact any customer or prospective customer of the Company with whom Employee had material contact during the last twelve (12) months of employment, for the purpose of selling, servicing, or offering insurance products or services that are competitive with those offered by the Company;

(b) Induce, encourage, or attempt to induce or encourage any customer of the Company to terminate, reduce, or transfer their insurance relationship with the Company; or

(c) Accept or service any insurance business from any customer or prospective customer of the Company with whom Employee had material contact during the last twelve (12) months of employment.

"Material contact" means any interaction in which Employee personally provided insurance services, handled policy transactions, provided coverage recommendations, or had substantive communication regarding the customer's insurance needs.

4. Non-Solicitation of Employees

For a period of twelve (12) months following the termination of Employee's employment with the Company, Employee agrees that Employee will not, directly or indirectly, solicit, recruit, hire, or attempt to solicit, recruit, or hire any employee, independent contractor, or agent of the Company, or induce or encourage any such person to terminate their relationship with the Company.

5. Non-Solicitation of Referral Partners

For a period of twelve (12) months following the termination of Employee's employment with the Company, Employee agrees that Employee will not, directly or indirectly, solicit, contact, or attempt to divert any referral partner, dealership relationship, or lead source of the Company for the purpose of establishing a competing insurance relationship or redirecting referrals away from the Company.

6. Return of Company Property

Upon termination of employment for any reason, Employee will immediately return all Company property, including but not limited to: laptop, cell phone, keys, access cards, agency-branded materials, and all documents, files, records, and electronic data containing Confidential Information. Employee acknowledges that all customer records, policy files, and data in AMS360 and all other Company systems are the exclusive property of the Company and may not be copied, downloaded, forwarded, or retained by Employee upon separation.

Per NH RSA 275:44, the Company will pay all wages due (including earned commissions not subject to chargeback) within 72 hours of termination if initiated by the Company, or by the next regular payday if Employee voluntarily resigns. Deductions for unreturned equipment will not be taken from the final paycheck without written authorization from Employee per RSA 275:48.

7. Remedies

Employee acknowledges that a breach of this Agreement would cause irreparable harm to the Company for which monetary damages would be insufficient. In the event of a breach or threatened breach, the Company shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity, without the need to post a bond. If any legal action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

8. Reasonableness and Severability

Employee acknowledges that the restrictions in this Agreement are reasonable in scope, duration, and geographic reach, and are necessary to protect the Company's legitimate business interests. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, the court is authorized to modify the provision to make it enforceable to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, without regard to its conflict of laws provisions. Any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Rockingham County, New Hampshire.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous oral or written agreements regarding non-solicitation and confidentiality. This Agreement may not be modified except in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

11. NH RSA 275:70 Acknowledgment

Employee acknowledges that this Agreement was provided to Employee prior to or concurrent with the offer of employment, in compliance with NH RSA 275:70. Employee has had the opportunity to review this Agreement and consult with legal counsel before signing.

Employee

Employee Name (Print): _____

Signature: _____ **Date:** _____

Position / Title: _____

The Art Agency LLC

Authorized Manager Name (Print): _____

Signature: _____ **Date:** _____

Retain signed original in employee personnel file. Provide a copy to the employee at time of signing. This agreement is referenced in Employee Attestation Form (Form 01), Section 6.