RESTRICTIVE COVENANT AGREEMENT



## **RESTRICTIVE COVENANT AGREEMENT**

In consideration of the training and employment provided by Revature LLC ("Company") to the undersigned employee ("Associate"), Associate hereby enters into this Restrictive Covenant Agreement ("Agreement") and agrees as follows:

1. <u>Client Restrictions</u>. Associate agrees that, during the course of Associate's employment with Revature and for a period of twenty-four (24) months following the end of such employment for any reason ("Restricted Period"), Associate will not, directly or indirectly, alone, or as an employee or contractor, solicit or accept employment (on a full or part-time basis) or enter into any employment, contracting, or consulting arrangement with any Restricted Entity in any Restricted Position. Associate agrees to notify Company if, during the Restricted Period, the Associate is solicited by a Company customer, client, or vendor for any employment or contract arrangements.

For purposes of this Agreement: (i) a "Restricted Entity" is any entity (including any corporate affiliates or subsidiaries thereof) through which or to which Associate provided services on behalf of the Company, including an entity with whom Associate has been placed by a Revature client; and (ii) a "Restricted Position" is any position which would require Associate to utilize any of the skills acquired in the Revature training program.

- 2. <u>Nonsolicitation of Company Employees and Associates.</u> During the Restricted Period Associate will not directly or indirectly recruit, solicit, hire, or employ, or assist any other person or entity to recruit, solicit, or employ, any Company Personnel to leave the Company. For purposes of this Agreement, "Company Personnel" is any person employed by the Company, whether as an employee or contractor, with whom Associate interacted as a consequence of Associate's employment with the Company.
- **3.** <u>Remedies.</u> Any breach of the provisions contained in this Agreement will cause Company immediate and irreparable damage, for which there is no adequate remedy at law. Accordingly, in the event of a breach of any of the terms of this Agreement, in addition to any other remedies it may have at law or in equity, Company shall be entitled immediately to seek enforcement of this Agreement in a court of competent jurisdiction by means of a decree of specific performance, an injunction without the posting of a bond or the requirement of any other guarantee, and any other form of equitable relief. Associate hereby consents to the entry of such an order. This provision is not a waiver of any other rights which Company may have under this Agreement, including the right to receive liquidated damages in accordance with the early departure payment set forth under the Training Agreement into which Associate entered with the Company.
- 4. <u>Assignment.</u> This Agreement may be assigned and inure to the benefit of Company's successors and permitted assigns, including any corporation or entity with which or into which Company may be merged, or which may succeed to its assets or business, provided however, the Associate's obligations, as an employee, are personal and shall not be assigned by him.
- 5. <u>Severability</u>. In the event that any of the provisions of this Agreement will for any reason be held to be invalid or unenforceable, the Parties hereto expressly agree and authorize the court to sever the unenforceable provision and enforce the remaining the provisions to the extent necessary to make such provision(s) legal and enforceable.
- 6. <u>Separability</u>. Each of the Associate's obligations set forth herein in Sections 1 and 2 are separate and independent of the other or of any other obligations that the Associate or Company might owe to one another. The real or perceived existence of any claim or cause of action of Associate against Company, whether predicated on this Agreement, or on some other basis, will not alleviate Associate of Associate's obligations under this Agreement and will not constitute a defense to the enforcement by the Company of the restrictions and covenants contained herein.

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- 7. <u>Choice of Law and Forum</u>. The parties intend that this Agreement, though entered into in Virginia, may be performed in different places. All matters relating to the validity, construction, performance, enforcement, and interpretation of this Agreement will be governed by and determined under the laws of Virginia. Both parties agree to submit to the jurisdiction of the Circuit Court for the County of Fairfax, Virginia for all matters arising under this Agreement that are not subject to arbitration under the Mutual Agreement to Arbitrate Disputes.
- 8. <u>Attorneys' Fees</u>. If it is determined in a court of competent jurisdiction that Associate has breached Associate's obligations hereunder, Associate shall be liable to the Company for its reasonable attorneys' fees and costs associated with the Company's enforcement of this Agreement.

	DocuSigned by:	
SIGNATURE:	Anthony Wiedman	
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PRINTED NAME:		

DATE: May 4, 2022 | 12:00 PM EDT