



## SOLICITATION, CONFLICT OF INTEREST AGREEMENT

THIS AGREEMENT is made effective as of \_\_\_\_\_, by and between Sedaa Consulting 1232 Monticello Road, Lafayette, California 94549 (“**Sedaa**”), and \_\_\_\_\_, address \_\_\_\_\_, (“**Consultant**”), as set forth herein.

### 1. Solicitation; Conflict of Interest.

**1.1 Competitive Activities.** During the time Consultant is providing Services for Sedaa or one of its clients, Consultant will not, directly or indirectly, in any individual or representative capacity, refer to Sedaa clients and its products or engage in conversations that alludes to directions and goals or products of Sedaa clients in a comparative perspective with the types and kinds of business being conducted by those considered competitors to Sedaa clients or any other Consultant relations for that matter.

**1.2 No Solicitation of Customers or Prospective Customers.** During the term of this Agreement and for a period of one (1) year following the date of the last invoice from Consultant to Sedaa, Consultant shall not directly or indirectly (i) disclose, distribute, or otherwise make known to any person, firm, or other entity the identity of any customers to whom Consultant has been introduced by Sedaa or become acquainted with or learned about in any way during the time when Consultant provided Services to or for Sedaa or prospective customers of Sedaa that were known to consultant or any information pertaining to them, or (ii) call on, solicit, take away, or attempt to call on, solicit, or take away any Clients or prospective Clients that were known to consultant, or (iii) induce or persuade or assist others in inducing or persuading any Clients or prospective Clients of Sedaa to reduce or discontinue doing business with Sedaa or to purchase from another person or entity any goods or services that had been previously supplied or which could be supplied by Sedaa to such Clients or prospective clients that were known to consultant, and/or (iv) induce or persuade or assist others in inducing or persuading any vendor of Sedaa to reduce or discontinue doing business with Sedaa.

**1.3 No Solicitation of Employment.** Without the prior written consent of Sedaa, Consultant shall not (i) offer employment or accept any offers of employment from any of Sedaa clients until three months (3) months after the termination of this Agreement, or (ii) offer or accept contractual agreements to perform direct consulting as a vendor or through another vendor until one (1) year after the termination of this Agreement. In the event that Consultant, or an entity assisted by Consultant, provides direct employment or consulting services to any of Sedaa clients or its perspective clients, within one (1) year of the date of such termination, Consultant shall pay Sedaa an amount equal to one hundred percent (100%) of the total first year compensation Consultant is paid as a fee for the additional benefit obtained by Consultant.

**1.4 No Conflict of Interest; Noninterference with Business.** Consultant agrees during the term of this Agreement not to accept work or enter into a contract or accept an obligation, inconsistent or incompatible with Consultant’s obligations under this Agreement or the scope of Services rendered for Sedaa. Consultant warrants that to the best of its knowledge, there is no other existing contract or duty on Consultant’s part inconsistent with this Agreement, unless a copy of such contract or a description of such duty is included in the applicable Exhibit. Consultant further agrees not to disclose to Sedaa, or bring onto Sedaa’s premises, or induce Sedaa to use any confidential information that belongs to anyone other than Sedaa, Sedaa Clients, or Consultant.

### Independent Consultant

By: \_\_\_\_\_  
Authorized Representative

**Sedaa Consulting**

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_