

LITTLE ICONS

PHOTOGRAPHERS ASSISTANT NON-COMPETE AGREEMENT

This Non-Compete Agreement ("Agreement") is made and entered into by and between Little Icons Inc., and _____, hereinafter referred to as "Assistant," effective as this date _____.

WHEREAS, Assistant is engaged in the provision of photographic services to the photographer, representing Little Icons Inc. as a photographer's assistant;

WHEREAS, Little Icons Inc. has developed a distinctive style of photography that is unique and integral to Photographer's business; best described as black and white, individual portrait photography of children, with studio lighting, on a light background, with minimalist styling, and offered as a pop-up model, providing individual portrait, mini photo sessions, set up in a variety of stores and public venues.



WHEREAS, Little Icons Inc. desires to protect their business interests, including their unique style of photography, by preventing Assistant from engaging in competitive activities;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Little Icons Inc. and Assistant hereby agree as follows:

1. Non-Compete Covenant: Assistant agrees that during the term of this Agreement and for a period of five (5) years following the termination or expiration of this Agreement, Assistant shall not directly or indirectly engage in any business or provide any services that are competition with the business of Little Icons Inc.

using a style of photography similar to or substantially similar to the style developed and used by the Little Icons Inc. or the offering of individual portraits of children within a pop-up mini-session business model.

2. Scope of Prohibition: Without limiting the generality of the foregoing, Assistant agrees that they shall not, during the term of this Agreement and the five (5) year period following its termination or expiration, engage in the following activities:

a. b. c.

Providing photographic services that mimic or imitate the unique photographic style developed and used by Little Icons Inc.

Starting a photography business or working as a freelance photographer offering services that compete directly with the services offered by Little Icons Inc.

Assisting or providing services to any person or entity engaged in a business that competes directly with Little Icons Inc. business, using a style of photography like or substantially similar to Little Icons Inc. style.

3. Confidentiality: Assistant acknowledges and agrees that the approach, and style of photography developed and used by Little Icons Inc. is proprietary information belonging to Little Icons Inc.. Assistant shall not disclose or use any confidential information for any purpose other than performing their duties under this Agreement.

4. No Solicitation: During the term of this Agreement and for a period of five (5) years following its termination or expiration, Assistant shall not directly or indirectly solicit, induce, or attempt to solicit or induce any client or customer of Little Icons Inc. to terminate or diminish their business relationship with Photographer or Little Icons Inc.

5. Remedies: Assistant acknowledges that a breach of this Agreement may cause irreparable harm to Little Icons Inc., for which monetary damages may not be an adequate remedy. Therefore, Little Icons Inc. shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity, to enforce the terms of this Agreement.

6. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of this State / Province _____

7. Entire Agreement: This Agreement constitutes the entire agreement between Little Icons Inc. and Assistant concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first written above.

Signature Date: _____

Assistant Full Name (Print): _____ Assistant Signature: _____ Witness

Full Name (Print): _____ Witness Signature: _____