



NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Non-Competition and Non-Solicitation Agreement (the “Agreement”) is entered into by and between La Posada Providencia, on behalf of itself, its current, past, and future subsidiaries and other corporate affiliates, and its successors and assigns (the “Company”), and You, (the “Employee”), as of the date of execution of this Agreement (the “Effective Date”).

As a condition of Your employment with the Company, and in exchange for Your employment by the Company, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, You and the Company hereby agree as follows:

1. Acknowledgments. The Employee acknowledges and agrees that: (i) the nature of Employee’s position gives Employee access to and knowledge of Confidential Information and places Employee in a position of trust and confidence with the Company; (ii) the services provided to the Employer are unique, special, or extraordinary due to the commercial value to the Company; (iii) the Company’s ability to reserve these for its exclusive knowledge and use is of great competitive importance and commercial value to the Company, and that improper use or disclosure by Employee is likely to result in unfair or unlawful competitive activity; (iv) the restrictive covenants and other terms and conditions of this Agreement are reasonable and reasonably necessary to protect the legitimate business interests of the Employer; (v) the Employee will be reasonably able to earn a living without violating the terms of this Agreement; and (vi) the Employee has the right to consult with counsel before signing this Agreement.

2. Non-Competition. Due to the Company’s legitimate business interest as described in this Agreement, and the good and valuable consideration offered to Employee, during the term of Employee’s employment with the Company and for a period of one (1) year thereafter (the “Restricted Period”) to run consecutively, beginning on the last day of the Employee’s employment with the Employer, whether terminated for any reason or no reason, by the Employee or the Employer, the Employee agrees and covenants not to, directly or indirectly, whether as an employee, officer, director, consultant owner, manager, advisor, investor, or otherwise, engage in Prohibited Activity within a 10 mile radius from the main office located in San Benito, TX of which the Company conducts business or has customers (“Restricted Territory”): (i) render advice or services to, or otherwise assist, any person, association, or entity who is engaged directly or indirectly in the Restricted Business; (ii) hold a 5% or greater equity, voting, or profit participation interest in any person, association, or entity who is engaged, directly or indirectly, in the Restricted Business; or (iii) carry on or be in any way engaged, concerned or interested in or have business dealings with the Restricted Business.

For purposes of this section, “Prohibited Activity” is activity in which the Employee contributes the Employee’s knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, contractor, agent, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business as the Employer, including those engaged in the Restricted Business within the Restricted Territory. “Prohibited Activity” also includes activity that may require or inevitably require disclosure of trade secrets, proprietary information, or Confidential Information. “Restricted



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Business” means the business of researching, developing, manufacturing, distributing, selling, supplying or otherwise dealing with Restricted Products. “Restricted Products” means products or services which are of the same or materially similar kind as the products or services (including, but not limited to technical and product support, professional services, technical advice and other customer services) researched into, developed, manufactured, distributed, sold or supplied by the Company and with which Employee was directly connected during employment with the Company’s predecessor (including if applicable any period of employment with the Company’s predecessor), or about which Employee has received or developed proprietary information by reason of Employee’s employment with the Company or its predecessor. Notwithstanding the foregoing, with prior or written consent from the Company, which the Company may not unreasonably withhold, Employee may accept employment or otherwise be engaged in or involved with a competitor of the Company that has multiple lines of business provided that, during the Restricted Period, Employee is employed by a business unit of such competitor that is not engaged or otherwise involved with the Restricted Business.

This Section does not, in any way, restrict or impede the Employee from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by law, regulation, or order.

3. Non-Solicitation. For purposes of this Section, “solicit” means any direct or indirect communication of any kind, regardless of who initiates it, that in any way invites, advises, encourages, or requests any person to take or refrain from taking any action.

(a) **Non-Solicitation of Employees.** During Employee’s employment with the Company, and for a period of one (1) year thereafter, Employee agrees and covenants not to directly or indirectly solicit, hire, recruit, or attempt to solicit, hire, recruit, or in any other manner persuade or otherwise solicit anyone who is then an employee of the Company or any employee who has been employed by the Company in the six (6) months preceding the last day of Employee’s employment to resign from the Company or to apply for or accept employment with or otherwise provide services to Employee or any other third party, for Employee’s own benefit, or for the benefit of any other person or entity, regardless of the reason for employment termination.

(b) **Non-Solicitation of Customers.** Employee understands and acknowledges that because of Employee's experience with and relationship to the Employer, Employee has access to much or all of the Employer's customer information, including, but not limited to, Confidential Information. "Customer Information" includes, but is not limited to, names, phone numbers, addresses, email addresses, order history, order preferences, chain of command, pricing information, and other information identifying facts and circumstances specific to the customer and relevant to the Company’s services. Employee understands and acknowledges that: (i) the Employer's relationships with its customers is of great competitive value; (ii) the Employer has invested and continues to invest substantial resources in developing and preserving its customer relationships and goodwill; and (iii) the loss of any such customer relationship or goodwill will cause significant and irreparable harm to the Employer.



During Employee's employment with the Company, and for a period of one (1) year thereafter, Employee agrees and covenants not to directly or indirectly: (i) solicit from any Protected Customer any business that is comparable, similar to, or competitive with any products or services provided by the Company; (ii) request or advise any Protected Customer to curtail, cancel, or withdraw its business from the Company; or (iii) aid in any way any other entity in obtaining any business relationship and/or business opportunity between the Company and any customer or potential customer of the Company. "Protected Customer" means any actual or prospective customer to whom the Company or their predecessor sold its products or services or solicited to sell its products or services during Employee's employment (a) with whom Employee dealt on behalf of the Company or their predecessor; (b) whose dealings with the Company were coordinated or supervised by Employee; (c) about whom Employee obtained Proprietary Information as a result of association with the Company; (d) to whom Employee provided services; or (e) who received products or services, the sale or provision of which resulted in compensation, commissions, or earnings to Employee.

4. Employment by Customers. For a period of one (1) year following termination of Employee's employment, regardless of the reason for employment termination, Employee will not accept employment with any customer of the Company in a capacity of service that is offered as a service by the Company without the Company's express written permission.

5. Warranty. Employee represents and warrants that Employee is not a party to any non-compete restrictive covenant or related contractual limitation that would interfere with or hinder the Employee's ability to undertake the obligations and expectations of employment with the Employer.

6. Remedies. In the event of a breach or threatened breach by the Employee of any of the provisions of this Agreement, the Employee hereby consents and agrees that the Employer shall be entitled to, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

7. Successors and Assigns. To the extent permitted by state law, the Employer may assign this Agreement to any subsidiary or corporate affiliate or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Employer. This Agreement shall inure to the benefit of the Employer and permitted successors and assigns. The Employee may not assign this Agreement or any part hereof. Any purported assignment by the Employee shall be null and void from the initial date of purported assignment.

8. Attorneys' Fees. If the Employee breaches any of the terms of the restrictive covenant obligations in this Agreement, to the extent authorized by state law, Employee will be responsible for payment of all reasonable attorneys' fees and costs the Employer incurred in the course of



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enforcing the terms of the Agreement, including demonstrating the existence of a breach and any other contract enforcement efforts.

9. Choice of Law and Forum Selection. This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State of San Benito, applied without regard to conflict of law principles. Any action or proceeding by either party to enforce this Agreement shall be brought only in any state or federal court located in the state of TX, in the county where the Company is located.

10. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, that holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding on the Employee and Employer with any modification to become a part of and treated as though originally set forth in this Agreement.