



NON-SOLICITATION AGREEMENT

This NON-SOLICITATION Agreement (the "Agreement") is entered into by Isotope11, Inc with its principal offices at 529 Beacon Parkway West, Suite 105, Birmingham, AL 35209 and between _____ ("Client"), located at _____ for the purpose of preventing any solicitation of employment by the Client to any employees of Isotope11.

- 1. NON-SOLICITATION OF EMPLOYEES:** Client agrees that without expressed written consent, at all times while Client is employing the services of the Isotope11 and for twelve (12) months after contract period terminates, Client will not, directly or indirectly, whether individually or as an officer, director, employee, consultant, partner, stockholder, individual proprietor, joint venturer, investor, lender, consultant or any other capacity whatsoever: solicit, divert hire, retain (including as a consultant) or encourage to leave the employment or contract period of Isotope11 and any employee or contractor of Isotope11, or hire or retain (including as a consultant) any former employee of Isotope11 who has left the employment or contract period of Isotope11 within twelve (12) months prior to such hiring or retention.
- 2. ACKNOWLEDGEMENT:** Client agrees and acknowledges that its non-solicitation obligations hereunder are essential to the protection of Isotope11's business.
- 3. INDEPENDENT CONTRACTOR STATUS:** The relationship of Isotope11 to Client will be that of an independent contractor, and neither Isotope11 nor any employee of Isotope11 will be deemed to be an agent or employee of Client. It is expressly understood that this undertaking is not a joint venture.
- 4. SEVERABILITY:** The Client and Isotope11 acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is Client's intention to give Isotope11 the broadest possible protection against the solicitation of its employees by the Client. In the event that any of the provisions of this Agreement will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.
- 5. DISPUTES AND EQUITABLE REMEDIES:** Client and Isotope11 agree to make a good-faith effort to resolve any disagreement arising out of, or in connection with, this Agreement through negotiation. Should the parties fail to resolve any such disagreement within ten (10) days, any controversy or claim arising out of or relating to this Agreement, including, without limitation, the interpretation or breach thereof, shall be submitted by either party to arbitration in Jefferson County, Alabama and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted by one arbitrator, who shall be (a) selected in the sole discretion of the American Arbitration Association administrator and (b) a licensed attorney with at least ten (10) years experience in the practice of law and at least five (5) years experience in the negotiation of technology contracts or litigation of technology disputes. The arbitrator shall have the power to enter any award that could be entered by a judge of the state courts of Alabama sitting without a jury, and only such power, except that the arbitrator shall not have the power to award punitive damages, treble damages, or any other damages which are not compensatory, even if permitted under the laws of the State of Alabama or any other applicable law. The arbitrator must issue his or her resolution of any dispute within thirty (30) days of the date the dispute is submitted for arbitration. The written decision of the arbitrator shall be final and binding and enforceable in any court having jurisdiction over the parties and the subject matter of the arbitration. If the arbitrator finds the Client to be in any violation of the agreement the Client agrees to pay liquidated damages in the amount of \$250,000 per breach. Notwithstanding the foregoing, this Section shall not preclude either party from seeking temporary, provisional, or injunctive relief from any court.



6. WAIVER: Neither party shall be deemed by mere lapse of time (without giving notice or taking other action hereunder) to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

7. APPROVAL: This Agreement shall not be binding upon Isotope11 until it has been approved by ~~Isotope11's legal department~~ and signed by an officer of Isotope11.

8. RESERVATION OF RIGHTS: Isotope11 reserves all rights not specifically granted herein.

9. REMEDIES NOT EXCLUSIVE: The remedies available to the parties under this Agreement are cumulative and not exclusive to each other, and any such remedy will not be deemed or construed to affect any right which either of the parties is entitled to seek at law, in equity or by statute.

This Agreement and the performance hereof shall be construed and governed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Non-Solicitation Agreement to be duly executed as an instrument under seal as of the date and year first written below.

Isotope11, Inc.

Print Name: _____
Representing Client

Print Name: _____
Representing Isotope11, Inc

Title: _____

Title: _____

Signature: _____
Representing Client

Signature: _____
Representing Isotope11, Inc

Date: _____

Date: _____