**CONFIDENTIALITY, NON-COMPETITION, AND NON-SOLICITATION AGREEMENT**

 **THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT** (this “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_ 20\_\_ (the “Effective Date”), between **SEN-Organic Small Plate LLC**, a Virginia limited liability company (the “Company”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name), a employee of the Company (the “Employee”).

 **WHEREAS**, as a condition of the Company’s Operating Agreement the employee has agreed to enter into this Agreement.

 **NOW, THEREFORE,** as a condition precedent to being admitted as a employee of the Company, in consideration ofthe foregoingand other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally and equitably to be bound, hereby agree as follows:

 1. **Employee Status**. The Employee acknowledges that as a employee of the Company, he or she had access to and acquired confidential and proprietary information regarding the Company which is not available to the general public (“Confidential and Proprietary Information”).

 2. **Confidential Information**. The employee understands and agrees that the Confidential and Proprietary Information is the exclusive property of the Company, and it may not be directly or indirectly disclosed to third parties, misappropriated, or used for any purpose except Company business. It is essential to the protection of the Company’s goodwill and to the maintenance of the Company’s competitive position that any Confidential and Proprietary Information be kept secret. Employee agrees that after the date hereof he or she will not (a) disclose any Confidential and Proprietary Information to others unless required by law, the information is disclosed in the performance of a Employee’s obligations to the Company, the Company gives written consent for disclosure, or such information has become available to the general public, or (b) use such information to Employee’s own advantage.

 3. **Non-Compete/Non-Solicitation/No**-**Hire**. The future success of the Company’s business depends upon its ability to develop, maintain, and foster relationships between and among its suppliers, vendors, employees, existing customers, and prospective customers. These personal and business relationships are important to the Company and its ability to compete effectively. As additional consideration for the Operating Agreement, Employee agrees that, for a period of twelve (12) months following the date of the Employee’s withdrawal (as defined in the Company’s Operating Agreement, as amended from time to time) from the Company (the “Restricted Period”), he or she will not, without the Company’s written permission:

 (a) in the Geographic Area (as defined below), directly or indirectly be connected in any manner with the ownership, management, or control of any entity or activity which is directly or indirectly engaged in the Company’s business. For purposes of this Agreement, the Company’s business shall mean operating a small plate Vietnamese food restaurant. The “Geographic Area” is defined as any market in which the Company has clients at the time of the Member’s withdrawal;

 (b) solicit, or participate in any activity directly or indirectly, which solicits business from any person, firm, corporation, or other entity which was, or is during the Restricted Period, a customer, supplier, vendor, or partner of the Company or from any successor-in-interest to any such person, firm, corporation, or other entity for the purpose of securing business or contracts related to the Business; and

 (c) directly or indirectly (i) solicit, divert, recruit, offer employment, or employ any individual who is, as of the date hereof, or is at any time during the Restricted Period, an employee of the Company or one of the Company’s subsidiaries or an Independent Contractor (as hereinafter defined); (ii) urge any client, customer, supplier, or vendor to discontinue business, in whole or in part, or not to do business with the Company; or (iii) encourage any such individual to terminate his, her, or its relationship with the Company. For purposes of this section, “Independent Contractor” shall include any individual who is or was an independent contractor whose principal job or function is or was to provide services to the Company.

 The Restrictive Period shall not include any period of time during which any Employee is in violation of this Agreement or any period of time required to enforce this Agreement.

 4. **Injunction**. The parties agree that the breach or prospective breach of this Agreement will cause irreparable harm to the Company for which monetary damages may not be adequate. The parties therefore agree that, in addition to any other remedies available to the Company, which shall include the recovery of all damages incurred, as well as reasonable attorneys’ fees and other costs, the Company shall be entitled to injunctive or other equitable relief if any Member should breach or threaten to breach this Agreement.

 5. **Cumulative Rights**. The Company’s rights specified in this Agreement are in addition to and not in lieu of any rights available under applicable law and regulations, including those governing trade secrets and other proprietary information.

 6. **Severability**. The parties intend that the covenants and agreements contained herein shall have the widest possible application. If any covenant or agreement herein contained is found by a court of competent jurisdiction to be unreasonable in duration, scope, or character, the covenant or agreement shall not be rendered unenforceable thereby, but rather the duration, scope or character of such covenant or agreement shall be deemed reduced or modified with retroactive effect to render such covenant or agreement reasonable and, as so modified, such covenant or agreement shall be in force. In the event the Company determines that the duration, scope, or character of any covenant contained herein would be deemed unenforceable by a court of competent jurisdiction, the Company, in its sole and absolute discretion, may limit the duration, scope, or character of such covenant.

 7. **Jurisdiction**. Each party agrees that any judicial proceeding arising out of or relating to this Agreement (including any declaratory judgments) shall be filed exclusively in the Circuit Court for the City of Richmond, Virginia. Each party also hereby consents to, and will submit to, the personal and subject matter jurisdiction of the Circuit Court for the City of Richmond, Virginia in any proceeding to enforce any of its obligations under this Agreement.

 8. **Waiver**. It is further understood and agreed that no failure or delay by a party hereto in exercising any right, power, or privilege thereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

 9. **Governing Law**. This Agreement shall be deemed to be made in and it shall be governed by and enforceable in accordance with the laws of the Commonwealth of Virginia, notwithstanding conflict-of-laws or choice-of-law rules.

 10. **Successors**. This Agreement shall inure to the benefit of the parties’ legal successors in interest.

 11. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties or any officials or representatives thereof. This Agreement may not be changed or modified except by a writing signed by the parties hereto.

 12. **Exhibit B:** Arbitration clause Enclosed.

 **IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on the day and year first above written.

Executed this \_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_ \_\_(day) \_\_\_\_\_\_\_\_ (month) \_\_\_\_\_\_\_\_\_\_\_, (year).

 EMPLOYEE

(Print Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Social Security #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**EXHIBIT B - ARBITRATION CLAUSE**

(1) In consideration of the benefits described in the Confidentiality, Non- Competition, and Non-Solicitation Agreement executed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Employee” or “you”) and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a SEN-Organic Small Plate, (“\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”), along with its subsidiaries, parents, joint ventures, affiliated entities, and includes its successors and assigns or any such related entities (the “Company”) on the same date hereto and into which this Exhibit B is incorporated, (“Agreement”), the Company, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and you hereby agree that any controversy or claim arising under federal, state and local statutory or common or contract law between the Company and you involving the construction or application of any of the terms, provisions, or conditions of the Agreement, including, but not limited to, breach of contract, tort, and/or fraud, must be submitted to arbitration on the written request of either party served on the other. Arbitration shall be the exclusive forum for any such controversy. For example, if the Company and you have a dispute concerning the interpretation or enforceability of one or more restrictive covenants, the parties will resolve the dispute exclusively through arbitration. The Arbitrator’s decision shall be final and binding on both parties.

(2) If any claim or cause of action at law or in equity is filed by either party in any state or federal court which results in arbitration being compelled and/or the claim or cause of action being dismissed, stayed, and/or removed to arbitration pursuant to this Agreement, the party who instituted the claim or cause of action in state or federal court, either wholly or in substantial part, shall, at the discretion of the Arbitrator(s), reimburse the respondent for its reasonable attorneys’ fees, costs, and necessary disbursements to the extent permitted by law, in addition to any other relief to which it may be entitled, related to the state or federal court claim or action.

(3) Excluding the initial filing fee, which shall be borne by the claimant, the cost of arbitration shall be borne by the Company, unless the Arbitrator determines that any claim(s) brought by you was/were wholly frivolous or fraudulent. If an arbitration or any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party, either wholly or in substantial part, shall, at the discretion of the Arbitrator, be entitled to its reasonable attorneys’ fees, costs, and necessary disbursements to the extent permitted by law, in addition to any other relief to which it may be entitled.

(4) If the Employee or Company submits any controversy or claim to arbitration, the arbitration will be conducted in Richmond, Virginia and all claims shall be submitted to and administered by the Marshall Court, Richmond, Virginia.

(5) The arbitration shall comply with and be governed by the American Arbitration Association’s Commercial Arbitration Rules (“Rules”) effective as of the execution date below, to the extent such Rules are not contrary to the express provisions of this Agreement. The parties also agree that the American Arbitration Association Optional Rules for Emergency Measures of Protection (“Emergency Rules”) shall apply to proceedings brought by either party. The above Rules and Emergency Rules can be found at the following page of the American Arbitration Association’s website, www.adr.org: http://www.adr.org/sp.asp?id=22440. You acknowledge that you should read these Rules and Emergency Rules and that it is your responsibility to be familiar with them prior to signing the Agreement. If you are unable to access the Rules and/or Emergency Rules at the above website, you can request a copy of them from a Company official prior to signing the Agreement.

(6) The parties agree and acknowledge that all provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Virginia exclusively and without reference to principles of conflict of laws. The Federal Arbitration Act (“FAA”) will supersede state laws to the extent inconsistent. Any claim(s) involving the construction or application of this Agreement must be submitted to arbitration within the statute of limitations period for such claim(s) under Virginia state law and shall be dismissed if the statute of limitations period is not met. The Arbitrator(s) shall have no authority to apply the law of any other jurisdiction.

(7) The dispute shall be heard and determined by one Arbitrator, unless both parties mutually consent in writing signed by you and an authorized representative of Company to a panel of three (3) Arbitrators. Unless both parties mutually consent otherwise, the parties agree and request that the Arbitrator(s) issue a reasoned award in accordance with Commercial Arbitration Rule R-42(b).

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHT TO A JURY TRIAL.

Executed this \_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2006.

(day) / (month)

EMPLOYEE

(Print Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Social Security #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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