

EMPLOYEE COPY

12.1 NON-SOLICITATION ACKNOWLEDGEMENT

No Solicitation of Customers, Clients and Prospective Clients

Each employee is expected to acknowledge and agree that the employee will likely be exposed to a significant amount of confidential information concerning SproutLoud business methods, operations, customers, clients and prospective clients while employed by SproutLoud, that such information might be retained by the employee in tangible form or simply retained in the employee's memory, and the protection of SproutLoud's exclusive rights to such confidential information and trade secrets can best be ensured by means of a restriction on activities after termination of employment.

Each employee agrees that all business procured by the employee while employed by SproutLoud and all information about clients and prospective clients are SproutLoud's property. Therefore, for a one-year period following employment termination (whether voluntary or involuntary and with or without cause), employees agree not to solicit, divert or initiate any contact with (or attempt to solicit, divert or initiate contact with) any customer or client of SproutLoud for any commercial or business reason whatsoever.

No Solicitation of Employees

Each employee agrees that for the duration of employment by SproutLoud and for 12 months after the cessation of any given employee's employment the former employee will not recruit, hire or attempt to recruit or hire, directly or by assisting others, any of SproutLoud's employees with whom the prior employee had contact during his or her employment with SproutLoud. For the purposes of this paragraph, "contact" means any interaction whatsoever between the other employee and the exiting employee during the employment period.

Employee's Name in Print

Signature of Employee

Date Signed by Employee