

## Exhibit E Non-Solicitation of Employees

### **Non-Solicitation Obligation:**

Each Party agrees that, during the term of this Agreement and for a period of twenty-four (24) months following the completion of the contract work (the "Restricted Period"), it shall not, directly or indirectly, solicit, recruit, or induce any employee or contractor of the other Party to terminate their employment or engagement with the other Party and accept employment or engagement with the soliciting Party, any of its affiliates, or any other entity or person.

### **Exceptions:**

1. This restriction shall not apply where the employee or contractor independently responds to a general advertisement or job posting not specifically directed at the employees or contractors of the other Party, or otherwise applies for employment or engagement without any solicitation or inducement by the hiring Party.
2. This restriction shall also not apply if the hiring of an employee or contractor is mutually agreed upon by both Parties in writing. Such consent must be obtained prior to any employment or engagement discussions.

### **Breach and Remedies:**

In the event of a breach of this Non-Solicitation Obligation by either Party, the breaching Party shall pay to the non-breaching Party an amount equivalent to two (2) years of the affected employee's or contractor's salary or fees, as liquidated damages. The Parties acknowledge and agree that this amount is a fair and reasonable estimate of the damages that would be incurred as a result of such a breach and does not constitute a penalty.

### **Reciprocal Agreement:**

The obligations and restrictions contained in this Non-Solicitation Clause are mutual and reciprocal, and each Party agrees to be bound by the same terms and conditions with respect to the employees and contractors of the other Party.

### **Additional Provisions:**

**Notice of Breach:** Upon discovery of any alleged breach of this Non-Solicitation Clause, the non-breaching Party shall provide written notice to the breaching Party, outlining the specific nature of the breach and the employee(s) or contractor(s) involved.

**Dispute Resolution:** Any disputes arising out of or in connection with this Non-Solicitation Clause shall be resolved in accordance with the dispute resolution procedures set forth in this Agreement.

**Severability:** If any provision of this Non-Solicitation Clause is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.