

## COVENANT AND AGREEMENT NOT-TO-SOLICIT

June 16, 1999

### KNOW ALL MEN BY THESE PRESENTS THAT:

In consideration of the relationship of the undersigned with Addison Design Company, a Delaware corporation ("Company"), and for other good and valuable consideration:

1. **Non-Solicitation Covenant.** The undersigned hereby covenants and agrees, for the period set forth in Section 2, that he will not, directly or indirectly, individually or on behalf of any other person or entity (except the Company or an "Affiliate" (as defined in Section 8)), solicit or divert any business, activity or service of the type then being conducted by the Company or an Affiliate in the business of communications, corporate identity consulting and the design and production of Annual Reports and Interactive, from any person, partnership, corporation or any entity who is then a client or customer of the Company or an Affiliate, or who has such a client or customer during the 12-month period immediately prior to such solicitation or diversion, or who the Company or an affiliate has made a presentation to become a client or customer during the 18-month period immediately prior to ceasing to be an employee with the Company, or who is listed in the Company's records as an active prospect. In the event that the undersigned and the Company disagree as to whether such solicitation or diversion has occurred, the Company may contact the client or customer to determine the circumstances under which the undersigned accepted business from such client or customer.

2. **Period of Non-Solicitation Covenant.** The undersigned does hereby covenant and agree that the Non-Solicitation Covenant contained in Section 1 shall be effective during the period he is an employee with the Company or an Affiliate, and for a period of two years after the date he ceases to be an employee of the Company.

**3. Entity In Which The Undersigned Is An Owner or Which Employs The Undersigned.** A corporation, partnership or other entity in which the undersigned owns, directly or indirectly, a 1% or greater interest shall be treated for all purposes the same as the undersigned under Sections 1 and 2. A corporation, partnership or other entity which employs the undersigned or with which he becomes associated in any capacity whatsoever shall be treated for all purposes the same as the undersigned under Sections 1 and 2.

**4. Disclosure of Information.** The undersigned agrees that at no time hereafter will the undersigned divulge, furnish or make accessible to anyone any confidential information or trade secrets with respect to clients, customers or business operations of the Company or an Affiliate, including, without limitation, the Company's database of clients, prospects and potential clients.

**5. Non-Solicitation of Employees.** The undersigned does hereby covenant and agree that the undersigned, from and after the date hereof, will not entice or induce, directly or indirectly, any employee of the Company or an Affiliate to work with the undersigned or with any person or entity with whom the undersigned is or becomes affiliated.

**6. Reasonableness of Scope and Duration.** The undersigned understands that the Company intends that the covenants contained herein are to be construed by the Company as a series of separate covenants. If any court or other tribunal of competent jurisdiction refuses to enforce any covenant contained herein, then the unenforceable covenant shall be deemed to have been deleted to the extent necessary to permit the remaining covenants to be enforceable. The undersigned agrees that the covenants and agreements contained in herein are, taken as a whole, reasonable in their scope and duration, and the undersigned will not raise any issue of the reasonableness of the scope or duration of any such covenants in any proceeding to enforce any such covenants.



7. **Cumulative Remedies; Enforceability.** The undersigned agrees that the Company may not be adequately compensated by damages for a breach by the undersigned of any of the covenants and agreements contained herein, and that the Company shall, in addition to all other remedies, be entitled to all injunctive relief and specific performance. The covenants and agreements contained in this Agreement shall be construed as separate covenants and agreements, and if any court shall finally determine that the restraints provided in any such covenants and agreements are too broad as to the area, activity or time covered, said area, activity or time covered may be reduced to whatever extent the court deems reasonable, and such covenants and agreements shall be enforced as to such reduced area, activity or time.

8. **Affiliate.** As used herein, the term "Affiliate" shall mean a corporation or other entity controlled by, controlling or under common control with the Company, including Addison Seefeld and Brew and Digital Temporary Services Inc.

9. **Venue.** The undersigned agrees that the proper venue for proceedings seeking to enforce the provisions contained herein may lie in the jurisdiction or jurisdictions where is it alleged that the Company may allege that it is at the time being damaged by such alleged breach or violation.

**IN WITNESS WHEREOF**, this instrument has been duly executed by the undersigned as of the date first above written.



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Michal Siemaszko