

Non-Solicitation and Non-Competition Agreement

This Non-Solicitation and Non-Competition Agreement (“Agreement”) is made and entered into this ____ day of _____, 20____ by and between _____ (“Clinician”) and Vanderbilt University Medical Center and/or its affiliates (collectively referred to as “VUMC”) (collectively the “Parties”). In exchange for the agreement by VUMC to employ or continue to employ Clinician, VUMC and Clinician agree as follows:

1. Acknowledgement/Consideration and Protectable Interest

Clinician acknowledges that VUMC, through VUMC’s employment of the Clinician, will provide or has provided the Clinician with special and unique training and experience, trade secrets, valuable and confidential information, business and professional contacts, and the ability to treat and otherwise have access to VUMC’s patients. In consideration of the foregoing and of the benefits generally provided to the Clinician by VUMC pursuant to the terms of this Agreement and otherwise, the Clinician covenants and agrees to abide and be bound by the restrictions and prohibitions of this Agreement, which restrictions are intended by the Parties to extend to any and all activities of the Clinician, whether as an employee, independent contractor, partner or joint venturer, or as an officer, director, equity holder, manager, agent, consultant or Clinician for any person, firm, partnership, corporation or other entity, or otherwise. The Clinician acknowledges, agrees and covenants that the restrictions set forth herein are reasonable and necessary to protect VUMC’s legitimate business interests, which include, but are not limited to, VUMC’s training, confidential information and trade secrets, business and professional contacts, relationships within the medical community including referral sources, and marketing efforts within the communities served by VUMC.

2. Non-Solicitation

Clinician hereby agrees that Clinician will not, directly or indirectly, during his/her employment with VUMC and for a period of two (2) years thereafter (the “Restricted Period”): (a) induce or attempt to influence any employee or independent contractor of VUMC to terminate his/her relationship with VUMC or to enter into an employment or other contractual relationship with Clinician or an entity affiliated with Clinician; (b) enter into an employment or other contractual relationship on behalf of Clinician or an entity with which Clinician is affiliated with any employee or independent contractor of VUMC; or (c) initiate contact with or solicit, verbally or in writing, the business or care of any patient of VUMC, or of any Clinician (including Clinician) who is an employee of VUMC; provided, however, any such patient shall retain the right to choose Clinician as his or her Clinician after the Clinician’s employment with VUMC terminates.

3. Non-Interference

During the Restricted Period, without VUMC’s express written permission, neither Clinician nor any corporation, partnership, or other business entity or person owned or controlled, directly or indirectly, by Clinician, shall engage or participate in any effort or act to: (a) induce or solicit any of the third party payors, health care services providers, suppliers,

associates, or independent contractors of VUMC to cease to do business or diminish the amount of business done with VUMC; or (b) influence any hospital or health care facility or Clinician, medical professional, or other individual with a referring relationship to VUMC to terminate, diminish or alter in a negative fashion any such relationship with VUMC. Clinician further agrees that he/she will not assist any other person, corporation, partnership, or other business entity in such activity.

4. Non-Competition

(a) Clinical Practice. During the Restricted Period, Clinician shall not, without VUMC's express written permission, directly or indirectly, within the Restricted Territory, for his/her own account or the account of any other person or entity, whether as an employee, independent contractor, shareholder, member, partner, agent, director, manager, or through any corporation, partnership, joint venture, limited liability company or other entity, engage in professional clinical practice in any office or facility other than on behalf of VUMC, or engage in any other business or activity, whether or not for pecuniary gain, that provides medical, diagnostic or therapeutic services, or that otherwise competes with VUMC. The term "Restricted Territory" means the area in which the majority of the patients whom Clinician treated during the last year of his/her employment with VUMC are located, whether that area is: (a) the area comprised of the county in which Clinician's primary practice site is located during the last year of his/her employment with VUMC); or (b) the area comprised of a ten (10) mile radius surrounding Clinician's primary practice site during the last year of his/her employment with VUMC. Clinician may contact his/her Department Chair and the Chief Medical Officer of the Vanderbilt Medical Group ("VMG") at any time regarding what would be the anticipated Restricted Territory should Clinician's employment with VUMC terminate. Without waiving the foregoing, this Section shall not prohibit Clinician from being a passive owner of less than five percent (5%) of the outstanding stock of any class of a corporation which is publicly traded.

(b) Business Administration. Clinician acknowledges by his/her initials below this paragraph, that Clinician also has business development and administrative responsibilities for VUMC, which has resulted or will result in Clinician obtaining additional confidential information regarding the business, administration, and marketing of VUMC, and placing Clinician in a position to develop goodwill on behalf of VUMC with referral sources and others within the area medical community. As a result, in addition to the limitations on Clinician's practice of medicine set forth above, Clinician also agrees that during the Restricted Period, Clinician shall not, within the Business Restricted Territory, for his/her own account or the account of any other person or entity, whether as an employee, independent contractor, shareholder, member, partner, agent, director, manager, or through any corporation, partnership, joint venture, limited liability company or other entity, engage in any other business or activity, whether or not for pecuniary gain, that provides medical, diagnostic or therapeutic services, or that otherwise competes with VUMC. The term "Business Restricted Territory" means the area that is within a 25 mile radius of (a) any facility owned by VUMC during the last twelve months of Clinician's employment with VUMC; or (b) any facility which Clinician knows is being built, purchased (or being considered for such) by VUMC.

Clinician INITIALS: _____

5. Injunctive Relief/Attorney's Fees

Clinician further acknowledges that VUMC would suffer irreparable harm if Clinician breaches this Agreement and thus agrees that in the event of such a breach, VUMC will be entitled to a temporary restraining order, temporary or permanent injunctions, specific performance, or other equitable relief, without any showing of irreparable harm or damage or the posting of any bond or other security, in addition to any other rights or remedies which may be available to VUMC. In addition, Clinician agrees that Clinician will be liable for all reasonable attorneys' fees and costs incurred by VUMC in a successful action to enforce this Agreement, including any fees incurred prior to the filing of a lawsuit.

6. Reformation of Agreement Permitted

Clinician acknowledges and agrees that the foregoing non-solicitation and non-competition covenants and other restrictions are reasonable in scope and duration and have been negotiated at arm's length with the advice of legal counsel. Notwithstanding the foregoing, if the period of time or the scope of any restrictions contained in this Agreement should be adjudged unlawful in any court proceeding, then the period of time shall be reduced by such number of months or the scope shall be reduced by the elimination of such portion thereof as is deemed unreasonable so that the foregoing provisions may be enforced during such period of time and such scope as is adjudged to be lawful.

7. Governing Law

Clinician acknowledges that the rights of Clinician and VUMC under this Agreement will be governed by Tennessee law.

8. Choice of Forum

VUMC and Clinician shall submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the Middle District of Tennessee or the Chancery Court for Davidson County, Tennessee in any litigation arising out of this Agreement. Clinician hereby expressly waives his/her right to a jury trial in any court proceeding arising out of or relating to this Agreement.

9. Disclosure of Agreement and Breach

Should Clinician's employment with VUMC terminate, and should Clinician thereafter seek new employment, Clinician agrees to disclose the existence of this Agreement to any prospective employer engaged in the same business as VUMC. Clinician further agrees that if Clinician obtains new employment, VUMC may notify Clinician's new employer(s) of Clinician's obligations under this Agreement. Clinician further agrees to notify VUMC if he/she engages in any conduct that would constitute a potential breach of the terms of this Agreement.

10. Survival

This Agreement shall survive the termination of Clinician's employment.

11. Consideration

Clinician acknowledges that Clinician signed this Agreement in exchange for employment, or continued employment, with VUMC, and that VUMC would not have agreed to employ, or continue to employ, Clinician but for Clinician’s execution of this Agreement.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS TO WHICH I AM AGREEING BY VOLUNTARILY ENTERING INTO THIS AGREEMENT.

This Agreement is entered into on _____, 20__.

Clinician

VUMC

By: _____

Name: _____

Title: _____

(VUMC Document Version Approval Date: 03/01/21, supersedes all previous versions)