

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 2300794

Book Page CIVIL

No. Pages: 6

Instrument: EXHIBIT(S)

Control #: 201912191241

Index #: E2019011887

Date: 12/19/2019

Time: 4:32:11 PM

Return To:
MATTHEW M. PISTON

The Men's Room of Rochester, Inc.

Wright, Kristi
Stache Grooming Lounge, LLC

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

ADAM J BELLO

MONROE COUNTY CLERK



EMPLOYMENT AGREEMENT

This Agreement, effective as of January 1, 2016 (the "Effective Date") by and between The Men's Room of Rochester, Inc. (hereinafter the "Company" or "MR"), with a location at 2430 Monroe Avenue, Rochester, New York 14618 and KATH WRIGHT residing at 104 Alondale Ave (hereinafter the "Employee");

WHEREAS, MR is engaged in the highly competitive business of providing cosmetology and barber services, such as haircuts, shaves, beard and mustache trimming, hair coloring, skin treatments, facials, waxing, manicures, pedicures, massage therapy and other spa services provided predominantly to men (hereinafter "MR's Business"); and

WHEREAS, the Employee acknowledges that the Company has been engaged in MR's Business for more than ten (10) years and that over this period of time MR has developed substantial goodwill, a confidential customer/client list, and other proprietary and confidential information that is not known or available to the general public; and

WHEREAS, the Employee understands that as a condition of his/her employment with MR and/or continued employment with MR, and as a means to induce MR to continue to train the Employee, to allow the Employee to continue to service MR's customers/clients and to allow the Employee to continue to use and benefit from the Company's goodwill, the Employee is now executing and delivering this Agreement to MR and the parties agree to the terms and conditions herein;

NOW, THEREFORE, in consideration of the Employee's employment and/or continued employment with MR and in consideration of the compensation paid to the Employee provided herein, MR and the Employee agree as follows:

1. **Employment.** Effective Jan 2016, Employee shall become an employee of MR, or otherwise continue his/her employment with MR, in the position of stylist. The Employee's employment with MR is an at-will employment arrangement. MR has the absolute right to terminate the Employee at any time with or without notice, reason or cause.

2. **Compensation.** The Employee shall be compensated in the manner set forth in the Compensation Schedule annexed hereto as Exhibit A (hereinafter "Compensation Schedule").

3. **Holidays.** MR shall be closed each year on Thanksgiving Day, Christmas Day and New Year's Day. If the Employee is employed as a full-time management employee, being a Salon/Spa Manager, Operations Manager or Inventory Manager AND has been employed as a full-time management employee with MR for one (1) consecutive year then the Employee shall be compensated for the above-specified holidays at the compensation rate set forth in the Compensation Schedule.

4. **Vacation.** If the Employee is a full-time employee, the Employee shall receive: (a) one (1) week of paid vacation AFTER the Employee has been employed with MR as a full-time employee for two (2) consecutive years; and (b) two (2) weeks of paid vacation AFTER the Employee has been employed with MR as a full-time employee for four (4) consecutive years. All vacation must be used within the calendar year it is accumulated and may not be carried over to the subsequent year. The Employee shall not be entitled to any additional vacation time.

5. **Medical Insurance.** The Employee is eligible to participate in the Company's medical plan AFTER the Employee has been employed at MR for a period of ninety (90) consecutive days. The Employee shall be responsible for the cost of the Employee's participation in the Company's medical plan.

6. **MR's Customers/Clients.** That any and all customers/clients of the Company that were the Company's existing customers/clients prior to the Employee's employment with MR and any and all customers/clients of the Company that

Employee. The Employee shall have no right, interest or claim in and to MR Clients and the Employee acknowledge and agrees that any and all Information regarding MR Clients shall remain the exclusive property of the Company and shall remain confidential and not disclosed by the Employee.

7. Non-disclosure and Confidentiality. It is understood and agreed that MR's Business is highly competitive and that MR has spent a significant amount of time, effort and resources on marketing, advertising, business planning, business development, customer/client development and otherwise creating goodwill to establish and build the Company. It is understood and agreed that MR uses certain confidential, proprietary and business information that will be communicated or made known to the Employee during the course of his/her employment with the Company, which is not available to the general public, and absent the Employee's employment with MR, would not otherwise have been disclosed to the Employee. This confidential, proprietary and business information includes, but is not limited to, the Company's trade secrets, business practices, methods, opportunities, policies, procedures, techniques, trade secrets sales and marketing strategies, purchase orders, products used by MR Clients, services rendered to MR Clients, designs specifications, financial statements, sales and gross profit data, employee and independent contractor rosters and profiles, pricing and cost data, contract information, know-how, show-how and all other information which the Employee learns or observes while employed with MR, including all contact information for MR Clients, which shall include, but not be limited to, the name, address, telephone number, and email address of MR Clients (all of which are acknowledged by the Employee to be unavailable to the general public and not readily ascertainable through public sources) (hereinafter "Confidential Information"). The Employee shall keep confidential and not disclose, release or disseminate to any person, entity or third-party any Confidential Information. The Employee shall not use or utilize in any way whatsoever (other than through the normal course of the Employee's employment with MR) any Confidential Information. The Employee shall not for any reason whatsoever remove from MR any Confidential Information. In the event the Employee comes to possess any Confidential Information (outside of his/her MR employment), the Employee shall immediately notify the Company of his/her possession of the same and shall return said Confidential Information (including all documents, copies, summaries, notes, analysis, or extracts thereof or based thereon) to MR within 24 hours of the Employee receiving said Confidential Information. The Employee shall further certify in writing at that time that all documents, copies, summaries, notes, analysis, or extracts containing Confidential Information have been returned, purged and/or destroyed and that the Employee has at all times complied with the terms and obligations of this Section 7.

8. Non-Competition and Duty of Loyalty.

A. The Employee shall not (whether alone or in association with others, as an owner, employee, agent consultant, independent contractor, member, manager, partner, officer, director, stockholder or otherwise) engage or participate, directly or indirectly, in any business that competes with MR during the time the Employee is employed with MR.

B. The Employee, for a period of one (1) year after cessation of Employee's employment with MR, shall not (whether alone or in association with others, as an owner, employee, agent, consultant, independent contractor, member, manager, partner, officer, director, stockholder or otherwise) engage or participate directly or indirectly, in any business that is related to or in competition with the Company and MR's Business within the Restricted Area (as defined hereafter).

C. The Employee, for a period of one (1) year after cessation of Employee's employment with MR, shall not engage in, form, acquire, own, substantially finance, work for, assist, support, promote, market, advertise and/or be associated with any person or entity that transacts business similar to MR's Business within the Restricted Area (as defined hereafter).

D. The Restricted Area shall be defined as the three (3) mile radius immediately surrounding MR's location at 2430 Monroe Avenue, Rochester, New York 14618. The Employee acknowledges that the Restricted Area is a minimal and reasonable requirement which is necessary to protect the legitimate business interest of the Company and will not cause undue hardship upon the Employee in his/her ability to earn a livelihood.



9. Non-Solicitation. The Employee, while employed with MR and for a period of one (1) year after cessation of the Employee's employment with MR, shall not: (i) directly or indirectly request any MR Client to curtail or cancel his/her business with MR; (ii) directly or indirectly solicit any MR Client to become a customer/client of any person, company or organization which provides the same type of services, or similar services, as MR; (iii) directly or indirectly induce or attempt to influence any employee or independent contractor of MR to terminate or leave his/her employment and/or relationship with MR; or (iv) hire any employee of MR.

10. Judicial Modification. It is expressly understood and agreed that although MR and Employee consider the restrictions contained herein to be reasonable in the context in which made, if a final judicial determination is made that the time, territory, scope or any other restriction contained herein is unreasonable or otherwise unenforceable, neither this Agreement nor any of the provisions herein shall be rendered void, but shall be deemed amended to apply as to such maximum scope, time or territory or to such other extent as such court may judicially determine or indicate to be reasonable, and as so modified, the restrictions contained in this Agreement shall be binding and enforceable.

11. Non-Fraternization. The Employee agrees that it shall not fraternize, befriend and/or become associated with any MR Client while the Employee is employed with MR. Further, the Employee agrees not to initiate contact or connect with any MR Client through any social media platform including, but not limited to, Facebook, LinkedIn, Instagram, Twitter, Snapchat, etc. If the Employee was associated with any MR Client prior to the Employee's employment with the Company and/or prior to the MR Client patronizing the Company, then the Employee shall notify the Company immediately upon learning of the same.

12. Resignation Policy. The Employee shall provide the Company with written notice of the Employee's voluntary resignation of employment at MR at least thirty (30) days prior to the resignation becoming effective. This written notice shall contain the reasons why the Employee is voluntarily terminating his/her employment, shall be signed by the Employee, and shall contain a space so that receipt of the same may be acknowledged and signed by the Company. The afore-specified thirty (30) day period shall commence upon the MR representative signing the acknowledgment or receipt of the written notice. Notwithstanding the foregoing, it is in the Company's sole and absolute discretion as to whether it will retain the Employee for the afore-specified thirty (30) day period. MR reserves the right to terminate the Employee at any time before said thirty (30) day period has ended, with or without notice, reason or cause.

13. Privacy Policy. The Company owns all rights to the personal information it has accumulated from MR Client and MR employees, including, but not limited to, names, addresses, telephone numbers and email addresses. Employee shall not provide, under any circumstances, that information to any other employee, any MR Client and/or any other third-party. The Employee understands that in addition to those reasons previously stated herein, the purpose of this policy is to protect the privacy of MR Clients and MR employees.

14. MR Employee Handbook. The Employee acknowledges receipt of the MR Employee Handbook annexed hereto as Exhibit B and further acknowledges and agrees that the terms, conditions and requirements contained within the MR Employee Handbook shall be incorporated into this Agreement as if those specific terms, conditions and requirements were more fully set forth herein.

15. Remedies/Damages. MR and the Employee hereby acknowledge that the Employee's failure to comply with Sections 6, 7, 8 and 9 of this Agreement will cause MR irreparable harm for which no adequate remedy at law exists. Accordingly, the Employee consents and acknowledges that in the event of his/her breach of the terms of this Agreement it would be necessary for MR to seek and obtain a court order awarding specific performance, an injunction, a restraining order and all other equitable and preliminary relief in order to enforce any provision of this Agreement. The Employee specifically acknowledges, consents and agrees that MR may seek and obtain a court order awarding specific performance, an injunction, a restraining order and all other equitable and preliminary relief without the necessity of posting a bond. The rights of MR to seek and obtain specific performance, an injunction, a restraining order and all other equitable and preliminary relief shall be in addition to, and not in lieu of, any other remedy to which MR is entitled under applicable law, including, but not limited to, monetary damages.

16. Miscellaneous Provisions.

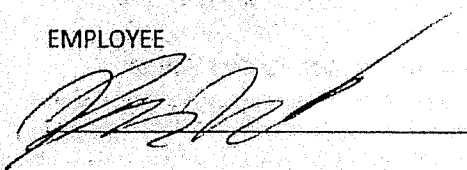
- A. **Partial Invalidity.** If any term of this Agreement or any application thereof shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and any other application of such term shall not be affected thereby.
- B. **Delay; Partial Exercise; Waiver.** No failure or delay by any party in exercising any right or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No attempted waiver of any part or the whole hereof shall be binding, unless in writing and signed by the party against which the same is sought to be enforced. A waiver by any party hereto or breach of any provision of this Agreement shall not operate or be construed to be a waiver of any other provision or any subsequent breach.
- C. **No Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. In all other respects, this Agreement and the obligations contained herein may not be assigned or delegated by either the Employee or MR, inasmuch as this is an Agreement for personal services which cannot be delegated or assigned, without the express written consent of both the Employee and MR.
- D. **Integration.** This Agreement contains the complete understanding and agreement of the parties hereto and supersedes any and all prior or contemporaneous, oral or written understandings, negotiations, communications, or agreements on behalf of such parties with respect to the subject matter hereof.
- E. **Captions.** All captions and headings used in this Agreement are for reference purposes only and, as such, shall not affect the meaning or interpretation of this Agreement.
- F. **Notices.** Any notice, request, instruction, or other communication given hereunder to any party shall be in writing and delivered personally or sent by certified mail (return receipt requested) and postage prepaid, or by overnight express services, addressed to the other at the addresses set forth above, or to such other address as either party may designate to the other by like notice as hereinabove set forth. Any notice given hereunder shall be deemed given and received on the date of hand delivery, or three (3) days after deposit with the United States Postal Service, or one (1) day after delivery to an overnight express service for next day delivery, as the case may be.
- G. **Governing Law.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of New York without respect to principles of conflicts of law.
- H. **Binding Effect.** All of the terms of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto, their respective legal representatives, successors, heirs and assigns.
- I. **Amendments.** This Agreement may not be modified, altered or changed except by a writing signed by both parties hereto.
- J. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto were upon the same instrument.
- K. **Fair Meaning.** This Agreement shall be construed according to its fair meaning, the language used shall be deemed the language chosen by the parties hereto to express their mutual intent, and no presumption or rule of strict construction will be applied against any party hereto.

- L. Attorneys' Fees. In the event MR incurs costs to enforce the terms and conditions of this Agreement, the Employee agrees to pay the Company's costs and expenses, including, but not limited to, all reasonable attorneys' fees.
- M. Right to Counsel. The Employee acknowledges that he/she has been advised by the Company that he/she has the absolute right to consult with an independent attorney of his/her own choice prior to entering into this Agreement, and that the Company has given him/her ample time and opportunity to do so, and that he/she has either consulted with said counsel or hereby waives the right to do so and is satisfied with the terms herein. Thus, Employee specifically waives any right in any future litigation to claim that he/she either did not know he/she could consult with an independent attorney prior to entering into this Agreement or that he/she did not have sufficient time to consult with an independent attorney.
- N. Survival. Sections 6, 7, 8, 9 and 10 of this Agreement, and all obligations arising therefrom, shall survive the termination of this Agreement.

By signing below, the undersigned stipulate and agree that the terms set forth herein are fully understood and voluntarily accepted by them and that this Agreement is not signed under duress, coercion, undue influence or fraud

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

EMPLOYEE



The Men's Room of Rochester, Inc.

By: Rebecca Webster
Its: owner

Dated: 3/3, 2016

Dated: 3/3, 2016