



NO COMPETITION AND NON-SOLICITATION AGREEMENT

Non-Competition

During my employment with and for a period or six (6) months following the termination of my employment with the Authentic T-Shirt Company ULC (“SanMar Canada”) for any reason, I agree that I will not, within Canada, directly or indirectly, engage in the business of selling or distribution

- I. Coal Harbour®, ATC™, DryFrame®, EuroSpun®, KOI®, OGIO®, Callaway®, ATC™ by Flexfit®, Eddie Bauer®, New Era®, RealTree®, Red Kap®, Fruit Of The Loom®, Bella + Canvas®, Gildan®
- II. Or any other products and brands which SanMar Canada distributed while I was employed by SanMar Canada, as either an employee, agent, contractor, shareholder, partner, joint venturer, advisor or otherwise.

Non-Solicitation

During my employment with and for a period of six (6) months following the termination of my employment with SanMar Canada for any reason, I agree that I will not directly or indirectly, on my own behalf or as an employee, contractor, agent or partner for any other person or entity, in any manner whatsoever.

- a. Solicit or contract for the purpose of solicitation, any customer of SanMar Canada for a purpose competitive with Business and with whom I had direct or indirect contact during the period beginning two years prior to the termination of my employment with SanMar Canada; or
- b. Offer employment to or solicit for employment or engagement or otherwise entice away from SanMar Canada any individual who is employed or engaged by SanMar Canada.

If either of these Non-Competition or Non-Solicitation clauses or any sections thereof is declared invalid, illegal or unenforceable, such clauses (or sections thereof) will be severed and the remaining clauses (or sections) will continue in full force and effect.

I have read and agree to the above conditions.

Name

Date

Signature

Witnessed by:

Date