

IN THE CIRCUIT COURT OF WASHINGTON COUNTY, ARKANSAS
CIVIL DIVISION

TYSON FOODS, INC., a Delaware corporation

PLAINTIFF

v. **CASE NO. _____**

**REX HOLSTEIN, an individual; and MOUNTAIRE
CORPORATION, an Arkansas corporation**

DEFENDANTS

VERIFIED COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

Plaintiff TYSON FOODS, INC. (“Tyson” or the “Company”), by and through its attorneys, Neal Gerber & Eisenberg LLP and Kendall Law Firm, PLLC, and for its Verified Complaint for Injunctive and Other Relief against Defendants REX HOLSTEIN (“Holstein”) and MOUNTAIRE CORPORATION (“Mountaire”) (collectively, “Defendants”), alleges as follows:

Introduction

1. This is an action brought to end Holstein’s breach of his Non-Competition and Non-Solicitation Agreement with Tyson, his threatened and inevitable misappropriation of Tyson’s trade secrets and confidential information, Mountaire’s tortious conduct, and Defendants’ unfair competition. Holstein, a former employee of Tyson, and Mountaire, a direct competitor of Tyson and Holstein’s new employer, have engaged in a course of conduct designed to enrich themselves at the expense of Tyson.

Parties

2. Plaintiff Tyson is a Delaware corporation whose principal place of business is located at 2200 W. Don Tyson Parkway, Springdale, Arkansas 72762. Tyson is one of the world’s largest producers and processors of poultry, beef, pork, and other proteins.

3. On information and belief, Defendant Rex Holstein, an individual, is a citizen and resident of Arkansas. Holstein is a former employee of Tyson and is currently employed by Mountaire, a direct competitor of Tyson.

4. Defendant Mountaire is an Arkansas corporation whose principal place of business is located at 1901 Napa Valley Drive, Little Rock, Arkansas 72212. Mountaire, like Tyson, produces and processes poultry, and it directly competes with Tyson.

Jurisdiction and Venue

5. This Court has jurisdiction over this matter pursuant to ARK. CODE ANN. § 16-4-101 because Tyson is a resident of Washington County and has been injured in Washington County, Holstein has agreed that the courts of Washington County “shall have exclusive jurisdiction” over “all disputes between” Tyson and him (*see* Exhibit A hereto at ¶ 6), and Mountaire conducts business in Washington County.

6. Venue in this Court is proper under ARK. CODE ANN. § 16-60-109 because Tyson resided in Washington County at the time this action arose, and Holstein has agreed to resolve all disputes between Tyson and him in this venue. *See* Exhibit A at ¶ 6.

Allegations Common to All Counts

7. Tyson produces and supplies poultry, beef, pork, deli meats, prepared foods, pizza toppings, soups, sauces, and related products to retail grocers, foodservice distributors and restaurants around the world. Tyson and its affiliated companies employ approximately 140,000 team members worldwide.

8. Tyson invests a great deal of time and money training its team members, introducing and reinforcing its core values to team members, and growing the Company. Among Tyson’s numerous lines of business is its commodity purchasing and trading division. This

division is responsible for purchasing various commodities directly from farmers, other suppliers and on the open market. These commodities include ingredients that Tyson uses in its feed, including soybeans, corn and other grains, and other commodities that Tyson may trade (e.g., re-sell) on the open market, such as soybean oil.

9. Tyson has invested a great deal of time and money creating and growing its commodity purchasing and trading unit. Tyson develops and maintains extensive information relating to its commodity purchasing and trading division, including but not limited to the identities of its suppliers, contract terms with its suppliers, quantities, transport and storage strategies, complex pricing agreements, pricing protections, hedging strategies, margins, and other information. Tyson goes to great lengths to protect the foregoing information from its competitors. Accordingly, such information is not shared with third parties outside of Tyson and its business relations, and it cannot be compiled and organized through public sources. Accordingly, this information is proprietary and confidential to Tyson (the “Confidential Information”).

10. Tyson’s Confidential Information is regularly updated by the Company and is the product of countless hours of work by Tyson’s team members. Tyson’s Confidential Information has been created and developed at a substantial cost, and the Company derives economic value from the fact that its Confidential Information is not known outside of Tyson’s business and is not available through any public records and information sources.

11. Tyson’s Confidential Information cannot be independently developed by its competitors without great effort and expense.

12. Recognizing the economic value that it derives from its Confidential Information, as well as the potential value of this information to its competitors, Tyson requires that its

Confidential Information be kept strictly confidential by its team members, and it restricts access to this information. Tyson has taken substantial steps and security measures to protect the confidentiality of its Confidential Information, including but not limited to the following:

- (a) Tyson protects access to its Confidential Information through computer user names and passwords;
- (b) Tyson limits the number of team members having access to its Confidential Information. Team members are given access to Tyson's Confidential Information on a "need to know" basis;
- (c) Tyson does not give access to its Confidential Information to non-employees;
- (d) Tyson maintains written policies and a Code of Conduct requiring team members to protect the confidentiality of its Confidential Information;
- (e) Certain Tyson team members (including Holstein) are required to sign Non-Competition and Non-Solicitation Agreements as a condition of their employment (*see* Exhibit A), which expressly recognize, among other things, that Tyson develops and maintains Confidential Information and that such Confidential Information must be protected;
- (f) Other Tyson team members are required to sign non-disclosure and confidentiality agreements, the terms of which require them to protect the confidentiality of Tyson's Confidential Information;
- (g) Tyson team members are forbidden from copying, transferring or otherwise duplicating any of Tyson's Confidential Information; and
- (h) Tyson requires each team member to return to Tyson all Confidential Information when he or she leaves the Company's employ.

Holstein's Employment with Tyson

13. Holstein began his employment with Tyson in 1994. Holstein most recently held the position of VP Commodity Purchasing, a role he assumed in December 2014. In that role, Holstein was responsible for, among other duties, developing, implementing and executing Tyson's procurement and commodity purchasing, trading and hedging strategies, identifying and selecting commodity suppliers, managing and maintaining Tyson's relationships with its key

commodity suppliers (including nearly 10,000 farmers in 39 different communities across the United States), and negotiating and managing the complex terms of commodity contracts.

14. Holstein was responsible for the direct and indirect oversight of nearly 100 Tyson team members responsible for procurement, merchandising, and risk management of Tyson's purchasing, storage, and sale of commodities. In fiscal year 2021 alone, Holstein managed an annual commodity purchasing and trading budget of more than \$3 billion.

15. By virtue of his role as VP Commodity Purchasing and long-standing employment with the Company, Holstein had access to and intimate knowledge of Tyson's Confidential Information, including the most sensitive information relating to Tyson's commodity purchasing and trading business. But for his employment with Tyson, Holstein would not have had access to, and would not have been aware of, Tyson's Confidential Information.

16. Holstein was highly compensated by Tyson. His most recent base salary was \$320,000 annually, and in November 2021, he received an annual performance bonus in excess of \$350,000. Additionally, as an executive of the Company, Holstein received annual grants of stock options and restricted stock worth millions of dollars in the aggregate.

17. On November 9, 2018, in consideration and as a condition of (a) his continued employment with Tyson, (b) his annual compensation (including but not limited to his eligibility for an annual performance bonus and his receipt of option and restricted stock grants), and (c) continued access to Tyson's Confidential Information, Holstein signed a Non-Competition and Non-Solicitation Agreement (the "Non-Competition Agreement"), a copy of which is attached hereto as Exhibit A.

18. In the Non-Competition Agreement, Holstein recognized that as a result of his employment with Tyson, he was involved in the development of, and had access to, Tyson's Confidential Information, and that if such information were to get into the hands of competitors of Tyson, it could do substantial and irreparable harm to Tyson.

19. Holstein also agreed that, for a period of twelve (12) months after the separation of his employment from Tyson, he would not directly or indirectly be employed by "any person, company or entity which is in competition with Tyson, with which [he] would hold a position with responsibilities similar to any position [he] held with Tyson during the twenty-four (24) months preceding the date upon which [his] employment with Tyson terminate[d] ... or in which [he] would utilize or disclose confidential methodologies, techniques, customer lists or information of Tyson." Exhibit A at ¶ 1.

20. Holstein acknowledged that "Tyson performs services throughout the United States and that [his] duties and services impact[ed] Tyson's performance of services throughout the United States." Exhibit A at ¶ 1. Accordingly, Holstein agreed that "the need for [the non-competition] restrictions contained in [the] Agreement [would] be without limitation as to location or geography within the United States." *Id.*

21. Moreover, Holstein agreed that, for a period of twelve (12) months after the separation of his employment from Tyson, he would "not directly or indirectly, on behalf of [himself] or any other person, company or entity, participate in the planning, research or development of any strategies or methodologies, similar to strategies or methodologies, utilized or developed during the thirty-six (36) months preceding" his separation. Exhibit A at ¶ 1.

22. Holstein also agreed that, for a period of thirty-six (36) months after the separation of his employment from Tyson, he would not directly or indirectly raid, hire, solicit,

encourage or attempt to persuade any employee of Tyson who possesses or had access to Confidential Information of Tyson to terminate his or her relationship with Tyson; interfere with the performance by any such person of his or her duties for Tyson; or communicate with any such person for purposes of encouraging or persuading him or her to terminate his or her employment relationship with Tyson. Exhibit A at ¶ 2.

23. Holstein acknowledged the importance of the non-competition and non-solicitation provisions of the Non-Competition Agreement. *See generally* Exhibit A. He “specifically acknowledge[d] and agree[d] that the purpose of the terms, restrictions and covenants contained in th[e] Agreement is to protect Tyson from unfair competition, including the improper use of confidential information, trade secrets or proprietary information of Tyson by [him], and that the terms, restrictions and covenants contained [in the Agreement] are reasonable with respect to both scope and duration of application.” *Id.* at ¶ 4.

24. Holstein further acknowledged that “irreparable damage would result to Tyson if the terms, restrictions and covenants of th[e] Agreement are not specifically enforced, and that, in addition to any other legal or equitable relief available ... Tyson shall be entitled to injunctive relief in the event of any failure [by him] to comply with the terms, restrictions and covenants of th[e] Agreement.” Exhibit A at ¶ 4. Holstein also agreed to indemnify Tyson for all attorneys’ fees and related expenses which Tyson incurred in enforcing the terms of the Non-Competition Agreement. *Id.*

The Events Giving Rise to This Action

25. Holstein voluntarily resigned his employment with Tyson on November 29, 2021 – less than a week after he received his \$350,000 bonus from Tyson – to accept employment with Mountaire.

26. Holstein's responsibilities for Mountaire are similar to his former responsibilities for Tyson. Thus, in violation of the restrictions of Section 1 of the Non-Competition Agreement, Holstein is working for a company (Mountaire) "which is in competition with Tyson, with which [he holds] a position with responsibilities similar" to his former role with Tyson, and/or "in which [he will] utilize or disclose confidential methodologies, techniques, customer lists or information of Tyson."

27. Holstein is further breaching the terms of Section 6(e) of the Non-Competition Agreement by "participat[ing] in the planning, research and development of strategies or methodologies" for Mountaire which are "similar to [the] strategies or methodologies utilized or developed during the thirty-six (36) months preceding" his departure from Tyson.

COUNT I
(Breach of Non-Competition Agreement against Holstein)

28. Tyson realleges Paragraphs 1 through 27 above as though these Paragraphs were fully set forth herein.

29. Holstein's Non-Competition Agreement with Tyson is a valid and enforceable contract.

30. Tyson has performed all of its obligations under the Non-Competition Agreement.

31. Holstein has breached and/or will breach the terms of the Non-Competition Agreement by, among other misconduct: (a) working for Mountaire, a direct competitor of Tyson, in a position (i) in which his responsibilities are similar to his former responsibilities with Tyson or (ii) in which he will utilize or disclose confidential methodologies, techniques, customer lists or information of Tyson, and (b) participating in the planning, research and development of strategies or methodologies for Mountaire which are similar to the strategies or methodologies utilized or developed during the 36 months preceding his resignation from Tyson.

32. Tyson has a substantial and legitimate business interest in protecting its goodwill with its customers, Confidential Information, relationships with its team members and suppliers, and the integrity of its Non-Competition Agreements.

33. As a direct result of Holstein's breach and/or threatened breach of his Non-Competition Agreement, Tyson's goodwill and Confidential Information have been or will be compromised. Moreover, armed with Tyson's Confidential Information, Holstein, for the benefit of himself and Mountaire, is at risk of interfering with Tyson's long-standing relationships with its customers and suppliers.

34. Tyson has no adequate remedy at law in that Holstein's violation of his Non-Competition Agreement is continuing and will continue until he is enjoined, and monetary damages are currently difficult to quantify.

COUNT II
(Violation of the Arkansas Trade Secrets Act against Holstein and Mountaire)

35. Tyson realleges Paragraphs 1 through 27 as though these Paragraphs were set forth fully herein.

36. Tyson derives economic value from the fact that its Confidential Information is not commonly known to its competitors, and it has taken reasonable steps to safeguard the secrecy of its Confidential Information. Tyson's Confidential Information therefore constitutes "trade secrets" under the Arkansas Trade Secrets Act, ARK. CODE ANN. § 4-75-601 *et seq.*

37. Through his actions set forth more fully herein, Holstein has, without Tyson's consent and as an agent of Mountaire, acquired by improper means, disclosed and/or used, or has threatened to acquire by improper means, disclose and/or use Tyson's Confidential Information, knowing that his knowledge of the Confidential Information was acquired in the course of his

employment with Tyson and under circumstances giving rise to his duties to maintain the secrecy of the Confidential Information.

38. Additionally, Holstein will not be able to compartmentalize his knowledge of Tyson's Confidential Information. When called upon to perform his job responsibilities for Mountaire – some of which, by Holstein's own description, are identical to the responsibilities he performed as VP Commodity Purchasing for Tyson – Holstein will inevitably draw upon his vast and intimate knowledge of Tyson's Confidential Information.

39. Holstein has acquired by improper means, disclosed and/or used, or has threatened to disclose and/or use, or will inevitably disclose and/or use, Tyson's Confidential Information for his own benefit and the benefit of Mountaire and to the detriment of Tyson.

40. Defendants' actions constitute actual and/or threatened misappropriation of Tyson's Confidential Information under Arkansas law.

41. As a result of Defendants' actions, Tyson has suffered irreparable harm for which it has no adequate remedy at law. Unless enjoined, Defendants will continue to harm Tyson's business, causing further irreparable harm for which there is no adequate remedy at law.

42. As a result of Defendants' actions, Tyson has also been, and continues to be, substantially injured or damaged. Defendants' misappropriation of Tyson's Confidential Information is willful and malicious.

COUNT III
(Tortious Interference with Contract against Mountaire)

43. Tyson realleges Paragraphs 1 through 27 above as though these Paragraphs were fully set forth herein.

44. Until the events giving rise to this action, Tyson had maintained a valid contractual relationship with Holstein in the form of his Non-Competition Agreement. Tyson

had a reasonable expectation that Holstein would fulfill his obligations under the Non-Competition Agreement.

45. Mountaire knew of Tyson's contractual relationship with Holstein but intentionally interfered with the relationship by causing Holstein to: (a) work for Mountaire, a direct competitor, in a position (i) in which his responsibilities are similar to his former responsibilities with Tyson or (ii) in which he will utilize or disclose confidential methodologies, techniques, customer lists or information of Tyson, and (b) participate in the planning, research and development of strategies or methodologies for Mountaire which are similar to the strategies or methodologies utilized or developed during the 36 months preceding his departure from Tyson.

46. As a result of Mountaire's actions, Holstein has breached the terms of his Non-Competition Agreement.

47. Tyson has been injured, irreparably and otherwise by Mountaire's actions, as alleged herein.

COUNT IV
(Civil Conspiracy against Holstein and Mountaire)

48. Tyson realleges Paragraphs 1 through 27 above as though these Paragraphs were fully set forth herein.

49. Prior to the commencement of Holstein's employment with Mountaire, Holstein and Mountaire acted in concert to: (a) induce Holstein to breach the terms of his Non-Competition Agreement with Tyson; and (b) take, disclose, use, and/or misappropriate or threaten to take, disclose, use, and/or misappropriate Tyson's Confidential Information.

50. Defendants' actions are unlawful in that they have violated their contractual, statutory, and common law obligations to Tyson.

51. Furthermore, Defendants' actions have injured Tyson, irreparably and otherwise, as alleged herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Tyson Foods, Inc. respectfully requests that this Court enter judgment in its favor and against Defendants Rex Holstein and Mountaire Corporation and enter an order:

- (a) granting immediate injunctive relief barring Holstein from directly or indirectly working for Mountaire in his current role, or a similar role, in violation of Section 1 of the Non-Competition Agreement;
- (b) granting immediate injunctive relief barring Holstein from directly or indirectly participating in the planning, research or development of any strategies or methodologies, similar to the strategies or methodologies utilized or developed by him during the most recent 36-month period of his employment with Tyson, as stated in Section 1 of the Non-Competition Agreement;
- (c) granting immediate injunctive relief barring Defendants from obtaining, seeking to obtain, misappropriating, or attempting to misappropriate, Tyson's Confidential Information;
- (d) awarding Tyson any other damages it has sustained as a result of Defendants' misconduct, including but not limited to compensatory, punitive and exemplary damages, and royalties;
- (e) ordering Defendants to reimburse Tyson its attorneys' and experts' fees and costs incurred in connection with this lawsuit, including but not limited to fees and costs pursuant to ARK. CODE ANN. § 16-22-308 and ARK. CODE ANN. § 4-75-607; and
- (f) granting Tyson any such other and further relief that this Court deems just and proper.

Dated: December 8, 2021

Respectfully submitted,

TYSON FOODS, INC.

By: */s/ Susan Keller Kendall*

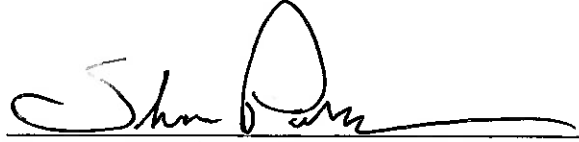
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– and –

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Verification

I, Shane Parks am SVP Business Operations of Tyson Foods, Inc. Under the penalties of perjury, I verify that the allegations contained in the foregoing Verified Complaint for Injunctive and Other Relief are true and correct to the best of my knowledge.

A handwritten signature in black ink, appearing to read "Shane Parks", written over a horizontal line.

Shane Parks

Dated: 12/8/21

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Non-Competition and Non-Solicitation Agreement (this “Agreement”) is entered into by and between Tyson Foods, Inc., a Delaware corporation, and any of its subsidiaries and affiliates (hereinafter collectively referred to as “Tyson”), and [Rex Holstein, 18980] *your name & personnel number* (hereinafter referred to as “you”). This Agreement shall be effective as of November 9, 2018 (the “Effective Date”).

WHEREAS, Tyson is engaged in a very competitive business, where the development and retention of extensive confidential information, trade secrets and proprietary information as well as customer relationships and goodwill are critical to future business success and, by virtue of your employment with Tyson, you are involved in the development of, and have access to, Tyson’s confidential information, trade secrets and proprietary information, and, if such information were to get into the hands of competitors of Tyson, it could do substantial business harm to Tyson; and

WHEREAS, you acknowledge the importance of the non-competition and non-solicitation provisions of this Agreement and, having reviewed this Agreement as a whole, are willing to commit to the restrictions and covenants set forth therein.

NOW THEREFORE, in consideration of the above and other good and valuable consideration, including the continued access to the confidential information, trade secrets and proprietary information of Tyson and its customers, suppliers, vendors or affiliates to which you would not have access in the absence of such non-competition and non-solicitation provisions, you and Tyson mutually agree as follows:

1. Non-Competition. You acknowledge that Tyson performs services throughout the United States and that your duties and services impact Tyson’s performance of services throughout the United States. Accordingly, you acknowledge the need for certain restrictions contained in this Agreement to be without limitation as to location or geography within the United States. You agree that at any time during the course of your employment with Tyson, and for a period of twelve (12) months following the termination of your employment with Tyson for any reason, you will not directly or indirectly, on behalf of yourself or in conjunction with any other person, company or entity, own (other than less than five percent (5%) ownership in a publicly traded company), manage, operate, or participate in the ownership, management, operation, or control of, or be employed by or a consultant to any person, company or entity which is in competition with Tyson, with which you would hold a position with responsibilities similar to any position you held with Tyson at any time during the twenty-four (24) months preceding the date upon which your employment with Tyson terminates (your “Termination Date”) or in which you would utilize or disclose confidential methodologies, techniques, customer lists or information of Tyson. You agree that at any time during the course of your employment with Tyson and for a period of twelve (12) months following the termination of your employment with Tyson for any reason you will not directly or indirectly, on behalf of you or any other person, company or entity, participate in the planning, research or development of any strategies or methodologies, similar to strategies or methodologies, utilized or developed by Tyson, excluding general industry knowledge, for which you had access to, utilized or developed during the thirty-six (36) months preceding your Termination Date.

Further, you understand and agree that at any time during the course of your employment with Tyson and the restricted time periods thereafter designated in this Agreement, while you may gather information to investigate other employment opportunities, you shall not make plans or prepare to compete, solicit or take on activities which are in violation of this Agreement. Should you leave Tyson and accept employment or a consulting position with a competitor, you are required beforehand to

EXHIBIT A

Non-Competition and Non-Solicitation Agreement

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inform Tyson of the identity of your new employer and your responsibilities for the new employer. You are also required to show this Agreement to all new employers prior to accepting new employment and Tyson shall also be permitted to show this Agreement to all new employers as well.

2. Non-Solicitation. You agree that at any time during the course of your employment with Tyson and for a period of thirty-six (36) months following the termination of your employment with Tyson for any reason, you will not, nor will you assist any third party to, directly or indirectly (a) raid, hire, solicit, encourage or attempt to persuade any employee or independent contractor of Tyson, or any person who was an employee or independent contractor of Tyson at any time during the six (6) months preceding your Termination Date, who possesses or had access to any confidential information, trade secrets or proprietary information of Tyson, to leave the employ of or terminate a relationship with Tyson; (b) interfere with the performance by any such persons of their duties for Tyson; (c) communicate with any such persons for the purposes described in Section 1 of this Agreement; or (d) solicit, encourage or attempt to persuade any customer or vendor of Tyson at any time during the six (6) months preceding your Termination Date to terminate or modify its relationship with Tyson.
3. Effect of Breach. You acknowledge and agree that, in the event of any breach by you of any of the terms, restrictions and covenants of this Agreement, your accrued benefits under certain benefit plans and compensation programs of Tyson may be discontinued or forfeited pursuant to the terms of such plans and programs, in addition to any other rights and remedies Tyson may have at law or in equity including but not limited to those set forth in any policy or any successors thereto, as such policy or its successors may be amended from time to time, whether in existence as of the Effective Date or later adopted, established by Tyson that provides for the clawback or recovery of amounts that were paid to you under circumstances requiring clawback or recovery as described in such policy. You acknowledge that irreparable damage would result to Tyson if the terms, restrictions and covenants of this Agreement are not specifically enforced, and that, in addition to any other legal or equitable relief available, and notwithstanding any alternative dispute resolution provisions that have been or may be agreed to between Tyson and you, Tyson shall be entitled to injunctive relief in the event of any failure to comply with the terms, restrictions and covenants of this Agreement. If you violate any of the terms, restrictions or covenants of this Agreement, you will indemnify Tyson for the expenses, including but not limited to reasonable attorneys' fees, incurred by Tyson in enforcing this Agreement.
4. Enforcement and Severability. You specifically acknowledge and agree that the purpose of the terms, restrictions and covenants contained in this Agreement is to protect Tyson from unfair competition, including the improper use of confidential information, trade secrets or proprietary information of Tyson by you, and that the terms, restrictions and covenants contained herein are reasonable with respect to both scope and duration of application. Notwithstanding the foregoing, if any court determines that any of the terms, restrictions or covenants herein are unreasonable, invalid or unenforceable, the court may interpret, alter, amend or modify any or all of the terms, restrictions and covenants to include as much of the scope, time period and intent as will render the restrictions enforceable, and then as modified, enforce the terms, restrictions and covenants. Each term, restriction and covenant contained in this Agreement is independent of each other such term, restriction and covenant, and if any such term, restriction or covenant is held for any reason to be invalid, unenforceable and incapable of corrective modification, then the invalidity or unenforceability of such covenant or restriction shall not invalidate, affect or impair in any way the validity and enforceability of any other such term, restriction or covenant.
5. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to

Non-Competition and Non-Solicitation Agreement
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exist or bind either of the parties hereto. This Agreement cannot be modified except by a writing signed by both parties.

- 6. You acknowledge that your job duties are performable at various locations throughout the United States and specifically performable wholly or partly within the State of Arkansas and consent to the validity, interpretation, performance and enforcement of this Agreement being governed by the internal laws of said State of Arkansas, without giving effect to the conflicts of laws provisions thereof. The courts of Washington County, Arkansas shall have exclusive jurisdiction and be the venue of all disputes between you and Tyson, whether such disputes arise from this Agreement or otherwise. In addition, you expressly waive any right that you may have to sue or be sued in the county of your residence and consent to venue in Washington County, Arkansas.
- 7. This Agreement shall be binding upon you, your heirs, executors and personal representatives and upon Tyson, its successors and assigns. You may not assign, transfer or pledge your rights or delegate your duties or obligations under this Agreement, in whole or in part.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE COMPLETELY READ THE ABOVE, HAVE BEEN ADVISED TO CONSIDER THIS AGREEMENT CAREFULLY, AND HAVE BEEN FURTHER ADVISED TO REVIEW IT WITH LEGAL COUNSEL OF YOUR CHOOSING BEFORE ACKNOWLEDGING AND ACCEPTING THIS AGREEMENT. YOU FURTHER ACKNOWLEDGE THAT YOU ARE ACKNOWLEDGING AND ACCEPTING THIS AGREEMENT VOLUNTARILY, AND WITHOUT DURESS, COERCION, OR UNDUE INFLUENCE AND THEREBY AGREE TO ALL OF THE TERMS, RESTRICTIONS AND COVENANTS CONTAINED HEREIN.

Accepted and agreed to by:

YOU

DocuSigned by:
Rex Holstein
1A240DF8F8F7469...

Signed: _____

Printed Name: Rex Holstein

Date: 11/8/2018 3:38:17 PM PST

TYSON FOODS, INC.

DocuSigned by:
Douglas J. Seipel
FE96A13ADE4A499...

Signed: _____

Printed Name: Douglas J. seipel

Date: 11/9/2018 7:41:29 AM PST