**Non-Compete Agreement**

This Non-Compete Agreement ("**Agreement**") is entered into by and between following parties as of ﻿﻿﻿﻿﻿﻿﻿﻿﻿﻿February 04, 2022﻿﻿﻿﻿﻿﻿﻿﻿﻿﻿ (the "**Effective Date**"):

aiLegal Law & Lu LLP, a United States TN Limited Liability Partnership, with a primary office located at 3400 Peachtree Rd NE Suite 1100 Atlanta GA 30326 United States,

(the "**Promisee**"),

John Doe, with a residence address located at 469 7th Ave New York NY 10018 United States,

(the "**Promisor**"),

The Promisee and the Promisor are collectively referred to herein as the "**Parties**".

The Promisor acknowledges good and valuable consideration by Promisee for the obligations hereunder. Therefore, the Promisee and the Promisor hereby agree as follows:

1.CONFIDENTIAL INFORMATION.

The Promisor understands and acknowledges that during the course of business relationship with Promisee, the Promisor will have access to and learn about Confidential Information, as defined below.

(a)Confidential Information Defined.

The Promisor understands and acknowledges that during the course of business relationship with the Promisee, the Promisor will have access to and learn about confidential, secret, and proprietary documents, materials, data, and other information, in tangible and intangible form, of and relating to the Promisee and its businesses and existing and prospective customers, suppliers, investors, and other associated third parties ("**Confidential Information**"). The Promisor further understands and acknowledges that this Confidential Information and the Promisee's ability to reserve it for the exclusive knowledge and use of the Promisor is of great competitive importance and commercial value to the Promisor, and that improper use or disclosure of the Confidential Information by the Promisor will cause irreparable harm to the Promisee, for which remedies at law will not be adequate and may also cause the Promisee to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages, and criminal penalties.

For purposes of this Agreement, Confidential Information includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic, or any other form or medium, relating directly or indirectly to: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, work-in-process, databases, device configurations, embedded data, compilations, metadata, technologies, manuals, records, articles, systems, material, sources of material, supplier information, vendor information, financial information, results, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, credit information, design information, payroll information, staffing information, personnel information, recipient lists, supplier lists, vendor lists, developments, reports, internal controls, security procedures, graphics, drawings, sketches, market studies, sales information, revenue, costs, formulae, notes, communications, algorithms, product plans, designs, styles, models, ideas, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, customer lists, client information, client lists, manufacturing information, factory lists, distributor lists, buyer lists, and other confidential information of the Promisee or its businesses or any existing or prospective customer, supplier, investor, or other associated third party, or of any other person or entity that has entrusted information to the Promisee in confidence.

The Promisor understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

The Promisor understands and agrees that Confidential Information developed by the Promisor in the course of the service retained by the Promisee shall be subject to the terms and conditions of this Agreement as if the Promisee furnished the same Confidential Information to the Promisor in the first instance. Confidential Information shall not include information that is generally available to and known by the public, provided that such disclosure to the public is through no direct or indirect fault of the Promisor or person(s) acting on the Promisor's behalf.

2.RESTRICTIVE COVENANTS.

(a)Non-Competition.

Because of Promisee’s legitimate business interest as described in this Agreement and the good and valuable consideration offered to the Promisor, the receipt and sufficiency of which is acknowledged, during the term of Promisor’s service to the Promiseeand for a period, which is the shorter of ﻿﻿﻿﻿36﻿﻿﻿﻿ months and the longest period allowed by law, to run consecutively, beginning on the last day of the service of Promisor to the Promisee, whether terminated for any reason or no reason, by the Promisor or the Promisee, (the "**Restricted Period**"), the Promisor agrees and covenants not to engage in Prohibited Activity for a business or an individual in an industry substantial similar to the Promisee (**"Restricted Territory"**).

For purposes of this non-compete clause, "**Prohibited Activity**" is activity in which the Promisor contributes the Promisor's knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, recipient, agent, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business as the Promisee within the Restricted Territory. Prohibited Activity also includes activity that may require or inevitably require disclosure of trade secrets, proprietary information, or Confidential Information.

Nothing in this Agreement shall prohibit Promisor from purchasing or owning less than five percent (5%) of the publicly traded securities of any corporation, provided that such ownership represents a passive investment and that the Promisor is not a controlling person of, or a member of a group that controls, such corporation.

This Section does not, in any way, restrict or impede the Promisor from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. The Promisor shall promptly provide written notice of any such order to an authorized officer of the Promisee.

(b)Non-Solicitation of Employees.

The Promisor understands and acknowledges that the Promisee has expended and continues to expend significant time and expense in recruiting and training its employees and that the loss of employees would cause significant and irreparable harm to the Promisee. The Promisor agrees and covenants not to directly or indirectly solicit, hire, recruit, or attempt to solicit, hire, or recruit, any employee of the Promisee or any employee who has been employed by the Promisee in the ﻿36﻿ months preceding the last day of the Promisor’s service to the Promisee collectively, "**Covered Employee**"), or induce the termination of employment of any Covered Employee for a period, which is the shorter of ﻿36﻿ months and the longest period allowed by law, beginning on the last day of the Promisor’s service to the Promisee, regardless of the reason for the termination of service.

This non-solicitation provision explicitly covers all forms of oral, written, or electronic communication, including, but not limited to, communications by email, regular mail, express mail, telephone, fax, instant message, and social media, including, but not limited to, Facebook, LinkedIn, Instagram, Twitter, and any other social media platform, whether or not in existence at the time of entering into this Agreement.

(c)Non-Solicitation of Customers.

The Promisor understands and acknowledges that because of the Promisor's experience with and relationship to the Promisee, the Promisor will have or has had and will continue to have access to and will learn or has learned and will continue to learn about much or all of the Promisee's customer information, including, but not limited to, Confidential Information. "**Customer Information**" includes, but is not limited to, names, phone numbers, addresses, email addresses, order history, order preferences, chain of command, pricing information, and other information identifying facts and circumstances specific to the customer and relevant to sales and services.

The Promisor understands and acknowledges that: (i) the Promisee's relationships with its customers is of great competitive value; (ii) the Promiseehas invested and continues to invest substantial resources in developing and preserving its customer relationships and goodwill; and (iii) the loss of any such customer relationship or goodwill will cause significant and irreparable harm to the Promisee.

The Promisor agrees and covenants for a period, which is the shorter of ﻿36﻿ months and the longest period allowed by law, beginning on the last day of the Promisor’s service to the Promisee, whether terminated by the Promisor or the Promisee, for any reason or no reason, not to directly or indirectly solicit, contact, or attempt to solicit or contact, using any other form of oral, written, or electronic communication, including, but not limited to, email, regular mail, express mail, telephone, fax, instant message, or social media, including but not limited to Facebook, LinkedIn, Instagram or Twitter, or any other social media platform, whether or not in existence at the time of entering into this Agreement, or meet with the Promisee’s current, former, or prospective customers for purposes of offering or accepting goods or services similar to or competitive with those offered by the Promisee.

3.ACKNOWLEDGEMENT.

The Promisor acknowledges and agrees that the business relationship between Promisor and Promisee are of a special and unique character; that the Promisor will obtain knowledge and skill relevant to the Promisee's industry, methods of doing business, and marketing strategies by virtue of the Promisor's business relationship with Promisee; and that the terms and conditions of this Agreement are reasonable under these circumstances. The Promisor further acknowledges that the amount of the Promisor’s benefits received from Promisee, in part, the Promisor’s obligations and the Promisee's rights under this Agreement; that the Promisor has no expectation of any additional compensation, royalties, or other payment of any kind not otherwise referenced herein in connection herewith; that the Promisor will not be subject to undue hardship by reason of the Promisor’s full compliance with the terms and conditions of this Agreement or the Promisee's enforcement thereof; and that this Agreement is not a contract of employment and shall not be construed as a commitment by either of the Parties to continue an employment relationship for any certain period of time.

4.REMEDIES.

In the event of a breach or threatened breach by the Promisor of any of the provisions of this Agreement, the Promisor hereby consents and agrees that money damages would not afford an adequate remedy and that the Promisee shall be entitled to seek a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages , and without the necessity of posting any bond or other security. Any equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available relief.

5.SUCCESSORS AND ASSIGNS.

(a)Assignment by the Promisee. The Promisee may assign this Agreement to any subsidiary or corporate affiliate in the Promisee or otherwise, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Promisee. This Agreement shall inure to the benefit of the Promisee and permitted successors and assigns.

(b)No Assignment by the Promisor. The Promisor may not assign this Agreement or any part hereof. Any purported assignment by the Promisor shall be null and void from the initial date of purported assignment.

6.WARRANTY.

The Promisor represents and warrants that the Promisor is not a party to any non-compete restrictive covenant or related contractual limitation that would interfere with or hinder the Promisor’s ability to undertake the obligations and expectations of service to the Promisee.

7.GOVERNING LAW, JURISDICTION AND VENUE.

The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of state of ﻿﻿﻿GA﻿﻿﻿ and the laws of United States, without giving effect to principles of conflicts of law. The exclusive forum and venue for any disputes shall be in any State or Federal Court located in the States of ﻿﻿﻿GA﻿﻿﻿, county of ﻿﻿﻿Fulton﻿﻿﻿. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

8.ENTIRE AGREEMENT.

This Agreement sets forth the entire Agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

9.MODIFICATION AND WAIVER.

No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Parties. No waiver by either of the Parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the Parties in exercising any right, power, or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

10.SEVERABILITY.

Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the Parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The Parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, by adding additional language to this Agreement, or by making such other modifications as it deems warranted to carry out the intent and agreement of the Parties as embodied herein to the maximum extent permitted by law. The Parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

11.CAPTIONS.

Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

12.COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

13.NO PREPARATION FOR COMPETITION. During the term of the Promisor’s service, the Promisor agrees not to undertake preparations for competitive activity prohibited by this Agreement.

signature page follows

***Signature page follows***

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**Promisee**

*On Behalf of* **aiLegal Law & Lu LLP**

By: ${2715.p[1].m[1].s[1].sg}

Name: Lucy Lu

Title: Managing Partner

Date: ${2715.p[1].m[1].s[1].sgd}

**Promisor**

**John Doe**

By: ${2715.p[2].m[1].s[1].sg}

Name: John Doe

Date: ${2715.p[2].m[1].s[1].sgd}