

THIS AGREEMENT is entered into on

BETWEEN

- (1) whose principal place of business is at (the **Obligor**)
- (2) whose principal place of business is at (the **Company**)

WHEREAS

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the Obligor agrees not to compete with or solicit from the Company, or its successors or assigns, subject to the terms and conditions of this Agreement for the purpose of determining its interest in establishing a business relationship between the Obligor and the Company.

It is agreed as follows:

1. Interpretation

1.1 In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:

Business means any and all business which is now or at any time after the date of this Agreement conducted by the Company and is under discussion with the Obligor pursuant to this Agreement;

Business means any and all business which is now or at any time after the date of this Agreement conducted by the Company and is under discussion with the Obligor pursuant to this Agreement, more particularly set out in the Schedule;

Compete means (i) directly or indirectly compete with the Company or (ii) engage in a business similar or competitive to the Business of Company relating to the Purpose;

"Confidential and Proprietary Information" means all technical and non-technical information of the Company and/or its licensors (including but not limited to product information, plans and pricing, financials, marketing plans, business strategies, customer information, data, research and development, software and hardware, APIs, specifications, designs, proprietary formulae and proprietary algorithms), which information is identified as being confidential or proprietary.

Purpose means any discussions and negotiations between the parties concerning or in connection with the evaluation or establishment of a business relationship between the parties relating to ; and

Solicit means (i) to solicit, induce, recruit directly or indirectly the Company's customers, clients, directors, officers, employees and consultants to terminate their relationship with the Company; or (ii) to enter into another arrangement with a third party to circumvent the Company.

2. Obligations of Non-Compete and Non-Solicitation

The Obligor undertakes to and agrees with the Company that neither the Obligor nor any of its subsidiaries shall:

- (a) compete with the Company relating to the Purpose in;
- (b) solicit from the Company any customers, clients, directors, officers, employees and consultants through 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; and
- (c) shall keep confidential any trade secrets, business secrets, customer data or Confidential and Proprietary Information obtained from the Company and shall not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Obligor. The Company's business secrets include any information regarding the Company's customers, suppliers, manufacturers, finances, research, development, manufacturing processes, or any other technical or business information.

3. Acknowledgements

3.1 The Obligor understands and acknowledges that the restrictions, prohibitions, and other provisions set forth in this Agreement:

- (a) are fair, reasonable, and equitable in its scope, terms, and duration;
- (b) do not constitute a threat to Obligor's livelihood;
- (c) are necessary to protect the business interest of the Company and are a significant inducement to the Company to enter into this Agreement.

3.2 The Obligor acknowledges that the Obligor has had the opportunity to obtain legal counsel to review this Agreement.

4. Exceptions

The restriction contained in clause 2 does not affect or prohibit the Obligor (or its subsidiaries) from:

(a) investments in quoted companies

acquiring or holding shares amounting to less than % of the capital of a company quoted on any stock exchange and engaged in activities relating to the Business; or

(b) shares in a company with less than % competing business

acquiring or holding any shares in a company or other undertaking engaged in activities relating to the Business if those activities contribute less than % of that company's or undertaking's annual sales; or

(c) acquisition of a company not predominantly engaged in competing business

acquiring or holding a Controlling Interest in a company or undertaking engaged in activities within the Purpose provided that the annual turnover of the competing activities in the Purpose amounts to less than .

5. Term

The obligations under this Agreement will terminate months after the latter of (i) the termination of discussions with respect to the Purpose and (ii) the termination of business relationship underlying the Purpose.

6. Breach

The parties agree that any breach of this Agreement shall entitle the Company to injunctive relief and/or liquidated damages and/or account and repayment of all profits realised by the Obligor as a result of such breach.

7. Enforceability

7.1 Should any provision in this agreement is found to be invalid or unenforceable all remaining provisions will remain in full effect.

7.2 Furthermore, the parties will be allowed to come to an agreement and substitute the invalid provision with a similar enforceable term.

8. No Rights under Contracts (Rights of Third Parties) Ordinance

A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Ordinance to enforce any of its terms.

9. Governing Law and Jurisdiction

10. Entire Agreement

This Agreement is the entire agreement between the Company and the Obligor pertaining to the subject matter of this Agreement

11. Binding

This Agreement is legal and binding between the parties herein. The parties each represent they have the authority and capacity to enter into this Agreement.

As witness this Agreement has been signed by the duly authorised representatives of the Parties the day and year first before written.

SCHEDULE