

## NON-COMPETE AGREEMENT

This Agreement, when signed and witnessed below, shall constitute an agreement regarding defined non-compete, confidential and proprietary information and trade secrets, hereinafter referred to as "Confidential Information," relating to the business of \_\_\_\_\_ (Discloser) Located at \_\_\_\_\_, \_\_\_\_\_ in the State of \_\_\_\_\_ in the zip code \_\_\_\_\_ and Think Different Nation (TDN) ,in Media PA, hereinafter referred to as the "Parties," as of the date executed, thus known as the "Effective Date." For purposes of this agreement Discloser shall be referred to as the "Company" or the "Disclosing Party," and TDN shall hereinafter be referred to as the "Recipient" and Discloser". This contract is designed to protect the disclosed information for both parties.

It shall be incumbent upon the Recipient and Discloser to strictly maintain the confidentiality of the Proprietary Information. Proprietary information may be shared amongst the Parties for discussions concerning synergies that may exist between the two parties.

### **NON-COMPETE**

Throughout the duration of this agreement the Recipient and Discloser shall not, in any manner, represent, provide services or engage in any aspects of business that would be deemed similar in nature to the business of Discloser, or TDN, without the written consent of Discloser or TDN.

### **CONFIDENTIAL INFORMATION**

By definition herein, "Confidential Information" shall mean any and all technical and non-technical information provided by TDN, including but not limited to, any data, files, reports, accounts, training materials, calculations or formulas, or any proprietary information in any way related to products, services, processes, database, plans, methods, research, development, programs, software, authorship, customer lists, vendor lists, suppliers, marketing or advertising plans, methods, reports, analysis, financial or statistical information, and any other material related or pertaining to any business of TDN, its subsidiaries, respective clients, consultants or vendors that may be disclosed to or by the Recipient herein contained within the terms of this Agreement.

The Recipient and Discloser shall not in any manner or form, at any time disclose, reveal, unveil, divulge, or release, either directly or indirectly, any aforementioned proprietary or confidential information for personal use or for the benefit of any third party and shall at all times endeavor to protect all Confidential Information belonging to the Company.

### **INJUNCTIVE RELIEF**

The Recipient herein acknowledges (i) the unique nature of the protections and provisions established and contained within this Agreement, (ii) that the Company shall suffer irreparable harm if the Recipient or Discloser should breach any of said protections or provisions, and (iii) that monetary damages would be inadequate to compensate the Company for said breach. Therefore, should the Recipient or Discloser cause a breach of any of the provisions contained within this Agreement, and then the Discloser or Recipient, shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce said provisions.

### **ENTIRE AGREEMENT**

This Agreement shall be considered a separate and an independent document of which it shall supersede any and all other Agreements, and there are no other assurances or conditions in any other instrument, either oral or written,

between the parties hereto. This Agreement may be modified only by a subsequent written agreement signed by both parties.

**SEVERABILITY**

In the event any term, condition, or provision of this Agreement is deemed or held to be invalid or unenforceable for any reason, those remaining terms, conditions, and provisions shall remain valid and enforceable. Should a court of law determine that any term, condition, or provision of this Agreement is invalid or unenforceable, but that by limiting such term, condition, or provision it would become valid and enforceable, then such term, condition and/or provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER**

If either party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**GOVERNING LAW**

This Agreement is to be construed pursuant to the current laws of the State of  Pennsylvania . Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of  PA , in the County of  Delaware .

***IN WITNESS WHEREOF***, the parties hereto have caused this Non-Compete Agreement to be executed by a duly authorized representative of such party and of such party as of the effective date executed by the signature of both parties.

(Date Executed)

Date Executed

Tyrone Glover Think Different Nation

*Tyrone J. Glover*   
(Signature)

(Signature)