

Non-Compete Agreement

This Non-Compete Agreement ("Agreement") is made effective as of _____, by and between XHALE SOCIAL, of 1103 Newbern ave. Suite 105, Raleigh, North Carolina 27610, and _____, of _____, _____.

To protect, xhale social From any duplication by any member, employee, temporary member or company associated with xhale social

1. Non-Compete Covenant. For a period of 5 years after the effective date of this Agreement, _____ will not directly or indirectly engage in any business that competes with XHALE SOCIAL.

Directly or indirectly engaging in any competitive business includes, but is not limited to (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of XHALE SOCIAL for the benefit of a third party that is engaged in such business. _____ agrees that this Agreement will not adversely affect _____'s livelihood.

2. Non-Solicitation Covenant. For a period of 5 years after the effective date of this Agreement, _____ will not directly or indirectly solicit business from, or attempt to sell, license, or provide the same or similar products or services as are now provided to, any customer or client of XHALE SOCIAL, nor shall _____ use XHALE SOCIAL's existing client's demographic and confidential information to solicit and provide quotes and/or transfer business to any competing entity. Further, for a period of 5 years after the effective date of this Agreement, _____ will not directly or indirectly solicit, induce or attempt to induce any employee of XHALE SOCIAL to terminate his or her employment with XHALE SOCIAL.

3. Consideration. In consideration of the commitments and obligations made by _____, XHALE SOCIAL will pay compensation to _____ in the amount of \$0.00. This compensation shall be payable in a lump sum on _____.

4. Confidentiality. _____ will not at any time or in any manner, either directly or indirectly, use for the personal benefit of _____, or divulge, disclose, or communicate in any manner any information that is proprietary to XHALE SOCIAL. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. _____ will protect such information and treat it as strictly confidential. The obligation of _____ not to disclose confidential information shall continue for a period of 5 years after the effective date of this Agreement. Within 15 days after receiving a written request, _____ will return to XHALE SOCIAL all records,

notes, documentation, and other items that were used, created, or controlled by

_____.

5. Entire Agreement. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.

6. Severability. The parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

7. Injunction. It is agreed that if _____ violates the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate XHALE SOCIAL. Therefore, XHALE SOCIAL will be entitled to seek injunctive relief (i.e., a court order that requires _____ to comply with this Agreement) to enforce the terms of this Agreement. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

8. Governing Law. This Agreement shall be governed by the laws of North Carolina without regard to any choice of law provisions of North Carolina, or any other jurisdiction.

9. Conflict Resolution. In the event of a dispute between the parties, the parties hereby also agree that the prevailing party shall be entitled to reasonable attorney fees and costs incurred as a result of the dispute.

10. Signatories. This Agreement shall be signed by _____ and by XHALE SOCIAL. This Agreement is effective as of the date first above written.

The Protected Party:

XHALE SOCIAL

Date: _____

The Non-Competing Party:

Date: _____

