

## MSGlobal Partners, LLC -- NON COMPETE/NON-DISCLOSURE

### Purpose

This agreement, when countersigned below, shall constitute an agreement regarding certain confidential and proprietary information and trade secrets (“Confidential Information”) relating to the business of [The Disclosing Party] **MSGlobal Partners, LLC**, and [The Recipient], \_\_\_\_\_ (Collectively referred to as the “Parties”), as of the date executed by the company on \_\_\_\_\_ (the “Effective Date”).

Recipient shall strictly maintain the confidentiality of the Proprietary Information. Proprietary information may be shared between the Parties for use in scoping, estimating and completing projects for MS Global Partners, LLC and its clients.

### Non-Compete

During this agreement Recipient shall not represent, provide services for or engage in any business, clients, investors of MS Global Partners, LLC without the written consent of MS Global Partners, LLC. It is understood that Recipient will be representing MS Global Partners, LLC exclusively on mentioned clients.

Recipient warrants and guarantees that during this agreement and for the 2 years period following the termination of this agreement shall not directly or indirectly engage in any business with MSGlobal Partners, LLC current clients or MSGlobal Partners, LLC former clients, and investors, unless agreed upon. Nor shall recipient solicit any client of MSGlobal Partners, LLC for the benefit of a third party that is engaged in business to that of MSGlobal Partners, LLC or hire any employees or staff or former employees or staff of MSGlobal Partners, LLC.

### Confidential Information

As used herein “Confidential Information” shall mean any and all technical and non-technical information provided by the Company, including but not limited to: data or other proprietary information relating to products, inventions, plans, methods, processes, know-how, developmental or experimental work, computer programs, databases, authorship, customer lists (including the names, buying habits or practices of any clients), the names of vendors or suppliers, marketing methods, reports, analyses, business plans, financial information, statistical information, or any other subject matter pertaining to any business of the Company or any its respective clients, consultants, or licensees that is disclosed to the recipient under the terms of this Agreement.

### Permitted Disclosure

Confidential Information does not include information which:

- i. Has become generally known to the public through no wrongful act by the Recipient;
- ii. Has been rightfully received by Recipient from a third party without restriction on disclosure and without breach of an obligation of confidentiality running either directly or indirectly to the Recipient;
- iii. Has been approved for release to the general public by written authorization of the Disclosing Party;
- iv. Has been disclosed pursuant to the requirement of a governmental agency or a court of law without similar restrictions or other protections against public disclosure; or,
- v. Has been independently developed by the Recipient without use, directly or indirectly of the Disclosing Party’s Confidential Information.

**Confidentiality**

Recipient acknowledges that it will have access to certain of the Disclosing Party's Confidential Information and agrees that it shall not directly or indirectly divulge, disclose or communicate any of the Confidential Information to any third party, except as may be required in the course of any formal business association or dealings with the Disclosing Party and in any event, only with the prior written approval of the Disclosing Party. The Recipient acknowledges that no license of the Confidential Information, by implication or otherwise, is granted to the Recipient by reason of this Agreement. Additionally, the Recipient acknowledges that it may only use the Confidential Information in connection with its business dealings with the Disclosing Party and for no other purpose without the prior written consent of the Disclosing Party. The recipient further agrees that all Confidential Information, including without limitation any documents, files, reports, notebooks, samples, lists, correspondence, software, or other written or graphic records provided by the Disclosing Party or produced using the Disclosing Party's Confidential Information, will be held strictly confidential and returned upon request to the Disclosing Party. The term of this Agreement will be ongoing as long as the Parties are working together in any formal capacity. The conditions of this Agreement shall survive the termination of this Agreement.

**Consultants and Employees Bound**

Recipient agrees to disclose the Confidential Information to any agents, affiliates, directors, officers or any other employees (collectively, the "Employees") solely on a need-to-know basis and represents that such Employees have signed appropriate non-disclosure agreements or taken appropriate measures imposing on such Employees a duty to third parties (1) to hold any third party proprietary information received by such Employees in the strictest confidence, (2) not to disclose such third party Confidential Information to any other third party, and (3) not to use such Confidential Information for the benefit of anyone other than to whom it belongs, without the prior express written authorization of the Disclosing Party.

**Return of Materials**

Upon termination or expiration of the Agreement, or upon written request of the Company, the recipient shall promptly return to the Company all documents and other tangible materials representing the Company's Confidential Information and all copies thereof. The Company shall notify immediately the recipient upon discovery of any loss or unauthorized disclosure of the Confidential Information.

**Remedies**

Should the Recipient breach any of the provisions of this Agreement by unauthorized use, or by disclosure of the Confidential Information to any unauthorized third party to the Company's detriment or damage, the Recipient agrees to reimburse the Company for any loss or expense incurred by the Company as a result of such use or unauthorized disclosure or attempted disclosure, including without limitation court costs and reasonable attorney's fees incurred by the Company in enforcing the provisions hereof. Recipient further agrees that any unauthorized use of or disclosure of the Confidential Information will result in irreparable damage to the Company and that the Company shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or preliminary injunction against such unauthorized use or disclosure by the Recipient without the need to post a bond. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or equity.

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**Choice of Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without reference to its conflicts of laws principles. Any disputes arising from or related to the subject matter of this Agreement shall be heard in a court of appropriate jurisdiction in the state of Georgia, and the parties hereby consent to the personal jurisdiction and venue of these courts. If any provisions of this Agreement or its applications is held to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of any other provisions and applications herein shall not in any way be affected or impaired.

**Entire Agreement**

This Agreement is the entire agreement of the parties. This Agreement may be modified only by a subsequent written agreement signed by both parties hereto. Mandatory Clause: Signature of Farooq Mughal, required to execute the Non-compete and Non-disclosure agreement.

In Witness Whereof, the parties hereto have caused this Non-Compete/Non-Disclosure Agreement to be executed by a duly authorized representative of such party of such party as of the Effective Date.

**MSGlobal Partners, LLC**

**Recipient**

Signature Farooq Mughal \_\_\_\_\_

Signature \_\_\_\_\_

Farooq Mughal, Managing Partner

Print Name and Title

\_\_\_\_\_

Print Name and Title