

# Contractor Non-Competition/Non-Disclosure/ Non-Solicitation Agreement

Non-compete agreement (the "Agreement"), dated **April 19, 2024** by and between **Kuware, Inc.** Located at 260 Addie roy Rd Ste 130 Austin TX 78746 And (the "Contractor") located at

In connection with the Contractors' desire to enter into a business relationship with **Kuware, Inc., Kuware, Inc.** is furnishing certain information about their customers to the Contractor which is non-public, confidential, and/or proprietary in nature. Such information, in whole or in part, together with information about customers supplied by **Kuware, Inc.** through sub-contracted installation arrangements, whether furnished before or after the execution of this agreement, is hereinafter referred to as the "Information".

The Contractor confirms its desire to act as a supplier of services to **Kuware, Inc.** customers, and in consideration of being furnished with the Information, the Contractor agrees as follows:

1. The Contractor recognizes and acknowledges the competitive value and confidential nature of the information and the damage in the lost business that could result to **Kuware, Inc.** if any such information is disclosed to a third party.
2. The information will be kept confidential and shall not be disclosed by the Contractor, its directors, officers, or employees in any manner whatsoever, in whole or in part, other than in connection with supplying sub-contracted service. Moreover, the Contractor agrees to transmit the information only to directors, officers or employees who need to know the information in connection with processing the sub-contracted service to **Kuware, Inc.** customers. Such directors, officers, or employees, shall be required by the Contractor to treat the information confidentially.
3. Upon receipt by Contractor of an award for sub-contract services **Kuware, Inc.** customers, the Contractor, its directors, officers, or employees, agree to not solicit business from the customer or engage in direct communication with the customer other than required to complete the sub-contracted service. Direct inquires from the customer for services other than contracted will be routed back to **Kuware, Inc.** for processing.
4. **Ownership and No License.** All Confidential Information shall remain the sole property of **Kuware, Inc.** Nothing in this Agreement is intended to grant any rights to Contractor under any patent, copyright, trademark, or other intellectual property rights of the **Kuware, Inc.** , nor shall this Agreement grant any rights in or to the Contractor.
5. **No Warranty.** All confidential information provided is "AS IS." **Kuware, Inc.** makes no WARRANTIES, express, implied, or otherwise, regarding the accuracy, completeness, or performance of the confidential information, and **Kuware, Inc.** expressly disclaims any WARRANTY of merchantability or fitness for a particular purpose.
6. **Return of Materials.** All documents and other tangible objects containing or representing **Kuware, Inc.**'s Confidential Information and all copies thereof which are in the possession of the contractor shall be promptly returned to **Kuware, Inc.** upon the **Kuware, Inc.**'s request.
7. **Non-solicitation.** During the term of engagement, the Contractor agrees not to solicit any employee or independent contractor of the **Kuware, Inc.** on behalf of or any other business enterprise, nor shall induce any employee or independent contractor associated with the **Kuware, Inc.** to terminate or breach an employment, contractual or other relationship with the **Kuware, Inc.**
8. The Contractor further agrees that upon the termination of the business relationship, in writing by either party, for any cause, the Contractor will honor all parts of this agreement for a period of five (5) years.
9. The Contractor acknowledges that damages may be difficult to prove and/or that there may be no adequate remedy at law for breach of this Agreement. As a result, **Kuware, Inc.**, in addition to any other rights and remedies it may have, shall be entitled to an injunction restraining the Undersigned from violation of the agreement. In addition, because of the anticipated difficulty in proving losses arising out of a breach of this Agreement, the Undersigned agrees that **Kuware, Inc.** shall be entitled to liquidated damages for each material breach of this agreement in the sum of \$50,000.00 for each such breach, with such sum being offset against, and not in addition to any compensatory damages which may be determined to be due to **Kuware, Inc.** the of the Undersigned's violation of any of the terms of this Agreement.
10. The Contractor agrees to pay **Kuware, Inc.**'s reasonable attorney's fees incurred in connection with any legal action brought to enforce the terms of this agreement in addition to any other costs or damages which may be found due.



11. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the Parties and their successors and assigns. This Agreement shall be governed by the laws of the State of Texas, USA, without reference to conflict of laws principles. Any suit to enforce this Agreement shall be brought exclusively in the county of Travis, Texas, USA and the Parties hereby submit to the personal jurisdiction of such courts and waive any venue objection. This document contains the entire agreement between the Parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties. In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable as though such term were absent upon the date of its execution.

**SIGNER DETAILS**

Name:

Email:

Company Name:

Address:

X \_\_\_\_\_

X *Avi Kumar* \_\_\_\_\_  
Signed By Avi Kumar  
Signed On: November 1, 2023



# Signature Certificate

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### Audit

Contractor Non-Competition/Non-Disclosure/ Non-Solicitation Agreement Uploaded by Avi Kumar - admin@kuware.com IP 122.161.50.51

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