

Mutual Non- Compete Agreement

This **Non-Compete Agreement** ("Agreement") is entered into and made effective on October 1st 2024 by and between:

1. _____, an individual, with principal address at _____
_____ with principal email address at _____
(known herein as, " _____") and
4. _____, an individual, with principal address at _____
_____, with principal email address at _____
with principal email address at _____, (known herein as
" _____").

Each a "Party," and collectively, the "Parties."

1. PURPOSE

The purpose of this Agreement is to restrict both Parties from engaging in certain competitive business activities that may conflict with the business interests of the other Party as defined herein, during the Term (as defined below), and within the geographical area set forth in Section 4.

2. RESTRICTIONS

Both Parties, including their successor organizations, partnering organizations, employees, directors, officers, agents, and any direct or indirect beneficial owners, agree to the following restrictions during the Term:

2.1 Non-Compete Covenant

Neither Party shall, either directly or indirectly, engage in, own, operate, control, be employed by, provide services to, or have any interest in any business or entity that competes with the business of the other Party, unless written consent is provided by the non-competing Party.

This includes, but is not limited to, the following sectors, activities, or services related to:

- Investors, Work Products, Contacts introduced by other Parties, referral-based interactions etc.

2.2 Non-Solicitation of Clients

Neither Party shall directly or indirectly solicit or attempt to solicit business from any client, customer, or business partner of the other Party with whom they have had contact or dealings within the two (2) years prior to the commencement of the Term. This restriction applies to successor organizations, affiliates, and any future or current related businesses.

2.3 Non-Solicitation of Employees

Neither Party shall, directly or indirectly, hire, recruit, or attempt to solicit or encourage any employee or contractor of the other Party to leave their employment or contractor relationship, or to join a competing entity or business.

2.4 Successors and Beneficiaries

This Agreement extends to and binds any successor organizations, beneficiaries, affiliates, and direct or indirect beneficial owners of the Parties.

3. TERM AND DURATION

This Agreement shall be effective as of the Effective Date and shall continue for a period of **seven (7) years** from such date ("Term"). The Agreement may be renewed only by mutual written consent of the Parties.

4. GEOGRAPHIC SCOPE

The restrictions under this Agreement apply globally, recognizing the Parties' businesses as having the potential for a broad and international client base. However, for the purposes of enforcement and specific jurisdiction, this Agreement shall be governed by and interpreted under the laws of the State of Georgia, with jurisdiction in the Superior Court of Cobb County, Georgia.

5. EXCEPTIONS

Both Parties may, with the **prior written consent** of the other Party, engage in or conduct business with entities or persons that would otherwise be prohibited under Section 2, provided such consent is granted in writing and executed by both Parties.

6. REMEDIES FOR BREACH

In the event of a breach or threatened breach of any of the covenants in this Agreement, the non-breaching Party shall have the right to seek any remedy available at law or in equity, including but not limited to:

- Injunctive relief to prevent further violations;
- Monetary damages, including but not limited to compensatory and punitive damages;
- Attorneys' fees and costs incurred in the enforcement of this Agreement.

The Parties agree that any violation of the Non-Compete Covenant or the Non-Solicitation provisions would cause irreparable harm and that monetary damages alone would not constitute an adequate remedy.

7. GOVERNING LAW AND VENUE

This Agreement and any disputes arising from it shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict of law principles. The Parties agree that any dispute, controversy, or claim arising from this Agreement shall be resolved exclusively by the **Superior Court of Cobb County**, Georgia.

8. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

9. AMENDMENTS

This Agreement may not be modified or amended except by a written agreement signed by both Parties.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions between them.

11. WAIVER

No waiver of any breach of this Agreement shall be deemed to be a waiver of any other provision of this Agreement. No failure or delay by either Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof.

12. ASSIGNMENT

Neither Party may assign this Agreement or the rights, interests, or obligations hereunder to any third party without the prior written consent of the other Party.

13. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, including, but not limited to, direct or indirect beneficial owners and any associated entities or affiliates.

IN WITNESS WHEREOF, the Parties have executed this Non-Compete Agreement as of the date first written above.

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____