

Non-Compete Agreement

This **Non-Compete Agreement** is entered into between **Rose Santiago** and **Hamming MicroTech** on the 31st day of July in the year 2019 valid for a period of **5 years**. Hamming Tech is located at 102 Sunset Rd, San Jose, and is represented by Michael Scarn in this agreement.

WHEREAS, the Employee and the Employer have entered into a formal Employment agreement where the Employee will perform duties related to their position as a CFO; and

WHEREAS, the Employee agrees to the restrictions described herein as binding.

THEREFORE, the Employer and the Employee agree to the following terms:

- a. NON-COMPETITION. For the entire duration of this agreement, the Employee will not work as an employee, officer, director, partner, consultant, agent, or owner or engage in any other capacity with a competing company.
- b. EMPLOYEE ACKNOWLEDGEMENTS. The Employee acknowledges that they have been provided with the opportunity to negotiate this agreement, have had the opportunity to seek legal counsel before signing this agreement, and that the restrictions imposed are fair and necessary for the Company's business interests. Finally, the Employee agrees that these restrictions are reasonable and do not constitute a threat to their livelihood.
- c. APPLICABLE LAW. This agreement and its interpretation shall be governed by the laws of California State

IN WITNESS WHEREOF, both parties agree to these terms and give their consent and authority to this agreement below.



MICHAEL SCARN

CEO

31 JULY, 2019

DATE



ROSE SANTIAGO

CFO