

# SEPARATION AGREEMENT

This agreement is made between Taoti Enterprises, Inc. (hereafter "Taoti") and Daniel Pride (hereafter "Contractor") and sets forth the terms and conditions of the Separation of the relationship between the Parties.

The Parties agree as follows:

- 1) Taoti will pay Contractor \$1875.00 upon mutual execution of this Agreement.
- 2) Within 24 hours from the execution of this Agreement, Contractor will permanently and completely destroy all Information (to include emails, data, databases, files, code, notes, working materials, login credentials, and any other asset, be it electronic or tangible, that is in any way related to Taoti and/or any of its clients), including (but not limited to) the following:
  - a) Delete all related emails to/from/about the parties, including deleted items, sent items, archived items, etc.
  - b) Delete all databases and data dumps, stored locally, on servers, or otherwise
  - c) Delete all files, code, or other media/data that in any way pertains to Taoti and its Clients
  - d) To 'Delete' shall include 'emptying any deleted items' folders/locations from which files/emails could otherwise be recovered.
- 3) Contractor stipulates that no other copies of the Information (per Section 1) have been in any way duplicated or otherwise disseminated to any other location or third parties.
- 4) Both Parties will maintain a strict gag order that prohibits either Party from mentioning the other Party in any way or by any method. This gag order includes, but is not limited to:
  - a) No further contact of any nature with any clients, employees or associates of any nature (necessary, material communication between the Principals is exempt)
  - b) No references of any nature about either Party may be made by either Party in any public forum, nor may either Party induce another party to make any such reference.
- 5) Both Parties will consider any and all previously shared Information and communications to be privileged and confidential and as such, will hold this Information and communication in strict confidence in perpetuity.
- 6) Intentional, material violation of any Terms of this Agreement shall subject the offending Party to a \$100,000.00 fine, immediately payable to the other Party.
- 7) The interpretation, application, and enforcement of this Agreement shall be governed by the laws of the District of Columbia without reference to choice of law principles. Any claim, suit, or cause of action involving the interpretation, application, or enforcement of this Agreement shall be commenced in Washington, DC.
- 8) This Agreement expresses the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitment and understandings pertaining to the subject matter hereof. Any modifications of or changes to this Agreement shall be in writing and signed by both parties.
- 9) Unless earlier terminated in accordance with the provisions hereof, this Agreement shall remain in full force and effect in perpetuity.

Agreed to by the parties below, effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
*Signed and Dated*  
\_\_\_\_\_  
*Printed Name*  
\_\_\_\_\_  
*Address*  
\_\_\_\_\_  
*City/ State/ Zip*

\_\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
*Signed and Dated*  
Brent Lightner  
*Printed Name*  
127 C St SE  
*Address*  
Washington, DC 20003  
*City/ State/ Zip*