## NON-COMPETE AGREEMENT BETWEEN MEMBER OF ECOVERSE21 AND TRUETECH INC

This Non-Compete Agreement ("Agreement") is entered into as of the date of the member's participation in Ecoverse21, by and between TAG STRATEGY LLC ("Member") and TrueTech Inc, a Delaware corporation ("TrueTech").

WHEREAS, Member is a participant in Ecoverse21, a guild within TrueSight DAO, and is exchanging his/her efforts for governance tokens in TrueSight DAO;

WHEREAS, TrueTech is a technology solutions provider of TrueSight DAO;

WHEREAS, Ecoverse21 has generated proprietary information that must be protected from unauthorized use;

WHEREAS, in exchange for participating in Ecoverse21 and receiving governance tokens, Member agrees not to use any proprietary information generated within Ecoverse21 for competitive purposes;

WHEREAS, in the event that Member breaches this Agreement, Ecoverse21 will seek legal remedy; and

WHEREAS, TrueTech will act as the legal representative of Ecoverse21 in seeking legal remedy against Member.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the parties agree as follows:

## Non-Compete Obligations

Member agrees that he/she shall not, directly or indirectly, use any proprietary information generated within Ecoverse21 for competitive purposes or disclose any such information to any third party for such purposes.

## Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

## Legal Remedy

In the event that Member breaches this Agreement, Ecoverse21 shall be entitled to seek legal remedy. TrueTech shall act as the legal representative of Ecoverse21 in seeking such remedy, including but not limited to injunctive relief and damages.

1. Warranty: **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER**. The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party or to the other party’s Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

## Non-Waiver

No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other provision hereof.

## Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Member Name: TAG STRATEGY LLC [TRUETECH INC]

By: \_\_\_\_\_\_\_\_\_\_\_ Director Name: Zhiwen Teh

Name: Alvaro Garcia III

Title: CEO

Signature Date: 06/16/2023 Signature Date: