

## ***NON-COMPETE AGREEMENT***

This Non-Compete Agreement (this "Agreement") is made effective as of March 17, 2019, by and between Jonathan Moore, of 21573 Old Dominion Rd, Bristol, Virginia 24202, and Jonathan Moore, of 21573 Old Domion Rd, Bristol, Virginia 24202.

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**1. NON-COMPETE COVENANT.** For a period of 2 years after the effective date of this Agreement, Jonathan Moore will not directly or indirectly engage in any business that competes with Jonathan Moore.

This covenant shall apply to the geographical area that includes anywhere in the United States.

Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of Jonathan Moore for the benefit of a third party that is engaged in such business. Jonathan Moore agrees that this non-compete agreement will not adversely affect Jonathan Moore's livelihood.

**2. NON-SOLICITATION COVENANT.** For a period of two years after the effective date of this Agreement, Jonathan Moore will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services as are now provided to, any customer or client of Jonathan Moore, nor shall Jonathan Moore use Jonathan Moore's existing client's demographic and confidential information to solicit and provide quotes and/or transfer business to any competing entity. Further, for a period of two years after the effective date of this Agreement, Jonathan Moore will not directly or indirectly solicit, induce or attempt to induce any employee of Jonathan Moore to terminate his or her employment with Jonathan Moore.

**3. CONSIDERATION.** In consideration of the commitments and obligations made by Jonathan Moore, Jonathan Moore will pay compensation to Jonathan Moore in the amount of \$10,000,000.00. This compensation shall be payable in a lump sum on November 26, 2019.

**4. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.

**5. SEVERABILITY.** The parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**6. INJUNCTION.** It is agreed that if Jonathan Moore violates the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate Jonathan Moore. Therefore, Jonathan Moore will be entitled to seek injunctive relief (i.e., a court order that requires Jonathan Moore to comply with this Agreement) to enforce the terms of this Agreement. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

**7. APPLICABLE LAW.** This Agreement shall be governed by the laws of the Commonwealth of Virginia.

**8. CONFLICT RESOLUTION.** In the event of a dispute between the parties, the parties hereby also agree that the prevailing party shall be entitled to reasonable attorney fees and costs incurred as a result of the dispute.

**9. SIGNATORIES.** This Agreement shall be signed by Jonathan Moore and by Jonathan Moore. This Agreement is effective as of the date first above written.

PROTECTED PARTY:

By: \_\_\_\_\_  
Jonathan Moore

NON-COMPETING PARTY:

By: \_\_\_\_\_  
Jonathan Moore