NON-COMPETE AGREEMENT TEMPLATE

NON-COMPETE AGREEMENT

THIS NON-COMPETE AGREEMENT (the "Agreement") is made and ente[...]
[DATE] by and between:

NAVIFLOOR ROBOTICS, INC., a Delaware corporation with its principal [...]
business at [ADDRESS] ("Company")

and

[EMPLOYEE NAME], an individual residing at [ADDRESS] ("Employee")

1. RECITALS

WHEREAS, the Company is engaged in the business of developing, manufac
and distributing autonomous mobile robots and fleet management systems ut
proprietary terrain-mapping and navigation technology for industrial
applications (the "Business");

WHEREAS, the Employee will have access to and knowledge of the Compa
Confidential Information, trade secrets, proprietary technology, and business
relationships;

NOW, THEREFORE, in consideration of employment or continued employm
Company and other good and valuable consideration, the receipt and sufficie
of which are hereby acknowledged, the parties agree as follows:

2. DEFINITIONS

1 "Confidential Information" means all non-public information, including bu

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2 "Restricted Territory" means (i) the United States, (ii) Canada, and (iii) any

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3 "Restricted Period" means twenty-four (24) months following the terminati

3. NON-COMPETE COVENANT

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1 During employment with the Company and throughout the Restricted Perio

(a) Engage in, own, manage, operate, control, be employed by, or provide
services to any business that competes with the Company's Business;

(b) Develop, manufacture, or distribute autonomous mobile robots or fleet management systems utilizing terrain-mapping or navigation technology for industrial applications;

(c) Participate in any business that provides similar products or services to the Company's target market of manufacturing facilities, distribution centers, or automated warehouses.

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2 The restrictions in Section 3.1 shall apply within the Restricted Territory.

4. ACKNOWLEDGMENTS

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1 Employee acknowledges that:

(a) The restrictions contained herein are reasonable and necessary to protect the Company's legitimate business interests;

(b) The Company's proprietary technology and methods represent substantial investments and are unique to the Company;

(c) The compensation and benefits provided by the Company constitute suffi consideration for these restrictions.

5. EXCEPTIONS AND LIMITATIONS

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1 This Agreement shall not prohibit Employee from:

(a) Owning up to 2% of any class of securities of any publicly traded compar

(b) Working in industries unrelated to autonomous mobile robots or industria

automation;

(c) Providing services to non-competing businesses that do not utilize terrain-mapping or navigation technology.

6. REMEDIES

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1 Employee agrees that any breach of this Agreement will cause irreparable l

(a) The Company shall be entitled to injunctive relief without posting bond;

(b) The Company may recover actual damages, including attorneys' fees;

(c) The Restricted Period shall be extended by the duration of any violation.

7. SEVERABILITY AND REFORMATION

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1 If any provision of this Agreement is found to be invalid or unenforceable:

(a) Such provision shall be modified to the minimum extent necessary to make it valid and enforceable;

(b) The remaining provisions shall continue in full force and effect;

(c) A court may modify overly broad provisions to the maximum extent permitted by law.

8. MISCELLANEOUS

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1 Governing Law. This Agreement shall be governed by Delaware law witho

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2 Assignment. The Company may assign this Agreement. Employee may no

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3 Survival. The obligations contained herein shall survive the termination of

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4 Modification. This Agreement may only be modified in writing signed by

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5 Entire Agreement. This Agreement constitutes the entire understanding bet

9. EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of th

first above written.

NAVIFLOOR ROBOTICS, INC.

By: _

Name:

Title:

EMPLOYEE

_

[Employee Name]

Date:

EXHIBIT A

Restricted Territory Description

[Detailed description of geographic territories]