

NON-COMPETE AGREEMENT - SENIOR LEADERSHIP

THIS NON-COMPETE AGREEMENT (the "Agreement") is made and entered into as of [DATE] by and between SUMMIT DIGITAL SOLUTIONS, INC., a Delaware corporation with its principal place of business at [ADDRESS] (the "Company"), and [EXECUTIVE NAME], an individual ("Executive").

RECITALS

WHEREAS, the Company is engaged in the business of providing enterprise digital transformation services, including but not limited to AI-enabled automation, IoT integration, intelligent process optimization, and related professional services (the "Business");

WHEREAS, Executive serves as [TITLE] of the Company and has access to the Company's confidential information, trade secrets, proprietary methodologies, customer relationships, and other valuable business assets; and

WHEREAS, as a condition of Executive's continued employment and receipt of compensation and benefits, the Company requires that Executive enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1 "Competitive Business" means any business that provides digital transformation services, AI/ML implementation, IoT systems integration, process automation, or technology-enabled operational optimization solutions to mid to large-scale enterprises.

2 "Restricted Period" means the period of Executive's employment with the Company and for twenty-four (24) months following the termination of such employment for any reason.

3 "Restricted Territory" means (i) the United States and (ii) any other country where the Company conducts business or has concrete plans to conduct business as of the date of Executive's termination.

2. NON-COMPETITION

1 During the Restricted Period, Executive shall not, directly or indirectly:

(a) engage in, own, manage, operate, control, be employed by, provide services to, or otherwise participate in any Competitive Business;

(b) solicit or attempt to solicit any customer, supplier, licensee, or business relation of the Company to cease doing business with the Company or modify its business relationship with the Company in a manner adverse to the Company; or

(c) interfere with or attempt to interfere with any business relationship between the Company and any of its customers, suppliers, licensees, or business relations.

2 Notwithstanding Section 2.1, Executive may own, directly or indirectly, solely as a passive investment, securities of any entity traded on a national securities exchange if Executive is not a controlling person of, or a member of a group that controls, such entity and does not, directly or indirectly, own more than two percent (2%) of any class of securities of such entity.

3. ACKNOWLEDGMENTS

1 Executive acknowledges that:

(a) the Company's Business is highly competitive;

(b) the Company has made substantial investments in its proprietary Peak Performance Platform, methodologies, customer relationships, and intellectual property;

(c) the restrictions contained in this Agreement are reasonable and necessary to protect the Company's legitimate business interests; and

(d) Executive's services to the Company are special and unique, and Executive has received sufficient consideration for entering into this Agreement.

4. REMEDIES

1 Executive acknowledges that any breach of this Agreement will cause irreparable harm to the Company and that monetary damages would be inadequate to compensate for such breach.

2 In the event of a breach or threatened breach of this Agreement, the Company shall be entitled to:

(a) immediate injunctive relief without the necessity of posting bond;

(b) monetary damages and any other remedies available at law or equity; and

(c) recovery of reasonable attorneys' fees and costs incurred in enforcing this Agreement.

5. SEVERABILITY AND REFORMATION

1 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be automatically reformed to the minimum extent necessary to make it enforceable. If such reformation is not possible, the provision shall be severed from this Agreement without affecting the enforceability of the remaining provisions.

6. GOVERNING LAW AND JURISDICTION

1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles.

2 Any action arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Delaware, and the parties consent to the personal jurisdiction of such courts.

7. MISCELLANEOUS

1 This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior agreements and understandings.

2 This Agreement may not be modified except by written instrument signed by both parties.

3 The rights and obligations under this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

4 The failure to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision.

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

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name:

Title:

EXECUTIVE

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[Executive Name]

[Title]

Date: _