

## ***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 United States, of 1600 Pennsylvania Ave NW, Washington, DC, Washington 20500.

Higgs Boson Discovery via BOINC

**1. NON-COMPETE COVENANT.** For a period of 8 Years after the effective date of this Agreement, United States 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. United States agrees that this non-compete agreement will not adversely affect United States's livelihood.

**2. NON-SOLICITATION COVENANT.** For a period of two years after the effective date of this Agreement, United States 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 United States 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, United States 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 United States, Jonathan Moore will pay compensation to United States in the amount of \$10,000,000.00. This compensation shall be payable in a lump sum on November 26, 2019.

**4. CONFIDENTIALITY.** United States will not at any time or in any manner, either directly or indirectly, use for the personal benefit of United States, or divulge, disclose, or communicate in any manner any information that is proprietary to Jonathan Moore. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. United States will protect such information and treat it as strictly confidential. The obligation of United States not to disclose confidential information shall continue for a period of two years after the effective date of this Agreement. Within fifteen days after receiving a written request, United States will return to Jonathan Moore all records, notes, documentation and other items that were used, created, or controlled by United States.

**5. 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.

**6. 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.

**7. INJUNCTION.** It is agreed that if United States 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 United States 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.

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

**9. 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.

**10. SIGNATORIES.** This Agreement shall be signed by United States, President, on behalf of United States and by Jonathan Moore. This Agreement is effective as of the date first above written.

PROTECTED PARTY:

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

NON-COMPETING PARTY:  
United States

By: \_\_\_\_\_  
United States  
President