NON-COMPETE AGREEMENT

This Non-Compete Agreement (this "Agreement") is made effective as of December 05, 2017, by and between ShopAves Corporation, of ShopAves, San Jose, California 95147, and
___Donnie Chan_____, of _____, _____, _____
_____.

The Noncompeting Party will be employed by the Protected Party as an independent contractor to develop and service the Protected Party's software(iOS) and will have access to certain proprietary information. In exchange for such short-tem employment and access to information, and for other good and valuable consideration, the Noncompeting will agree not to compete with the Protected Party's business or solicit the Protected Party's customers or employees. As provided in this Agreement, and in exchange for the consideration evidenced within, it is desired by both parties that the Noncompeting Party should not compete with the Protected Party's business. Noncompeting Party is restricted to use or share any of the Protected Party's source codes and proprietary information for any of their clients. It is required that all source codes and documentations be destroyed by Noncompeting Party once employment is terminated.

1. NON-COMPETE COVENANT. During employment and for a period of 3 years after the separation of employment for any reason, ___Donnie Chan_____ will not directly or indirectly engage in any business that competes with ShopAves Corporation.

This covenant shall apply to the geographical area that includes all 7 continents

Social Marketplace mobile application

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 ShopAves Corporation for the benefit of a third party that is engaged in such business. ___Donnie Chan_____ agrees that this non-compete agreement will not adversely affect ___Donnie Chan_____'s livelihood.

2. NON-SOLICITATION COVENANT. For a period of 3 years after the effective date of this Agreement, ___Donnie Chan_____ 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 ShopAves Corporation, nor shall ___Donnie Chan_____ use ShopAves Corporation'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 3 years after the effective date of this Agreement, ___Donnie Chan_____ will not directly or indirectly solicit, induce or attempt to induce any employee of ShopAves Corporation to terminate his or her employment with ShopAves Corporation.

3. CONDITION OF EMPLOYMENT. In consideration of the commitments and obligations made by ___Donnie Chan___, _____ and ShopAves Corporation agree that the execution of this agreement is a condition of the employment of ___Donnie Chan___ by ShopAves Corporation.

4. CONFIDENTIALITY. ___Donnie Chan___ will not at any time or in any manner, either directly or indirectly, use for the personal benefit of ___Donnie Chan___, or divulge, disclose, or communicate in any manner any information that is proprietary to ShopAves Corporation. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. ___Donnie Chan___ will protect such information and treat it as strictly confidential. The obligation of ___Donnie Chan___ not to disclose confidential information shall continue for a period of 5 years after the effective date of this Agreement. Within 1 day after receiving a written request, ___Donnie Chan___ will return to ShopAves Corporation all records, notes, documentation and other items that were used, created, or controlled by ___Donnie Chan___.

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 ___Donnie Chan___ violates the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate ShopAves Corporation. Therefore, ShopAves Corporation will be entitled to seek injunctive relief (i.e., a court order that requires ___Donnie Chan___ 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 State of New York.

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 ___Donnie Chan___, on behalf of

_____ and by Viet Doan, on behalf of ShopAves Corporation. This Agreement is effective as of the date first above written.

PROTECTED PARTY:

ShopAves Corporation

By: _____

  Viet Doan

NON-COMPETING PARTY:

_____

By: *Donnie.C*
_____

  ____Donnie Chan_____