

**NON - COMPETE AGREEMENT**

This Agreement is made between **SRIMATRIX INC.** principal place of business at 1255 West 15th Street, Suite 815, Plano, TX 75075 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”), principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with FEID# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Both parties mutually agreed on below clauses:

1. That during the terms of assignment and any renewals thereof and one year after the expiration of the initial and renewal periods both the parties will not take away or attempt to induce, solicit, divert or take away each other candidates or clients introduced by either party.

2. That for a period of one year after termination of this contract with the company, in any manner, whether with or without any cause, the parties will not provide paid or unpaid services directly or indirectly to any client introduced by either party.

3. That providing paid or unpaid services to any client introduced by either party directly or indirectly shall include, but not be limited to engaging in business as owner, partner or agents, or as contractor of any person, firm, corporation or any other entity engaged in such business.

4. That in case of breach of this agreement the defaulting party shall be liable to pay damages to the tune of financial loss suffered on account of such breach.

5. That the cost incurred on attorney/expert/lawyer and other incidental costs shall be borne by the defaulting party. That such costs shall be payable in addition to the damages.

6. That contractor will provide qualified personnel (hereinafter consultants) who are employees of contractor. The contractor agree to provide a valid work authorization document along with supporting documents at the time of signing this contract.

7. This agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, USA.

Contractor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Printed Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**