# NONCOMPETE AGREEMENT

This Noncompete Agreement (this "Agreement") is made effective as of May 16, 2014, by and between Cago, Inc., of 23 Beechnut Drive, South Barrington, Illinois 60010, and Mohammad Zahab Shams, of Kolkata, West Bengal, India.

In this Agreement, the party who is requesting the non-competition from the other party shall be referred to as "Cago", and the party who is agreeing not to compete shall be referred to as "Mohammad Zahab Shams".

Mohammad Zahab Shams will be developing Android Connection Manager software for Cago. After delivering the software to Cago, Mohammad Zahab Shams should not use the same software to create products that compete with Cago's products.

**1. NONCOMPETE COVENANT.** For a period of 2 years after the effective date of this Agreement, Mohammad Zahab Shams will not directly or indirectly engage in any business that competes with Cago. This covenant shall apply to a world wide geographical area.

**2. NON-SOLICITATION COVENANT.** For a period of 2 years after the effective date of this Agreement, Mohammad Zahab Shams 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 Cago. Further, for a period of 2 years after the effective date of this Agreement, Mohammad Zahab Shams will not directly or indirectly solicit, induce or attempt to induce any employee of Cago to terminate his or her employment with Cago.

**3. CONFIDENTIALITY.** Mohammad Zahab Shams will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Mohammad Zahab Shams, or divulge, disclose, or communicate in any manner any information that is proprietary to Cago. Mohammad Zahab Shams will protect such information and treat it as strictly confidential. The obligation of Mohammad Zahab Shams not to disclose confidential information shall continue for a period of 5 years after the effective date of this Agreement. Within 15 days after receiving a written request, Mohammad Zahab Shams will return to Cago all records, notes, documentation and other items that were used, created, or controlled by Mohammad Zahab Shams.

**4. 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.

**5. SEVERABILITY.** The parties have attempted to limit the noncompete 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.

**6. INJUNCTION.** It is agreed that if Mohammad Zahab Shams violates the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate Cago. Therefore, Cago will be entitled to seek injunctive relief (i.e., a court order that requires Mohammad Zahab Shams 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.

**7. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Illinois.

**8. SIGNATORIES.** This Agreement shall be signed by Rohit Sharma, President on behalf of Cago, Inc. and by Mohammad Zahab Shams, Independent Contractor on behalf of Mohammad Zahab Shams. This Agreement is effective as of the date first above written.


PROTECTED PARTY:
Cago, Inc.



By: _____
        Rohit Sharma
        President




NONCOMPETING PARTY:
Mohammad Zahab Shams



By: _____
        Mohammad Zahab Shams
        Independent Contractor