

NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

This Non-Disclosure Agreement and Non-Competition Agreement ("Agreement") is entered into by and between the following parties:

My Ai Legal, Inc., a NY Profit Corporation or any of its current or future subsidiaries, affiliates, successors or assigns, with a primary office located at 469 7th Ave, New York, NY, 10018, United States (collectively, the "**Company**"), and

Jane Doe, with a residence address located at 200 W Washington St, Phoenix, AZ, 85003, United States (the "**Employee**").

As a condition of the employment relationship with the Company, and in consideration of the Employee's employment relationship with the Company and the Employee's receipt of the compensation now and hereafter paid to the Employee by the Company, as the effective date of July 05, 2022, the Employee agree to the following:

1. **Relationship.** This Non-Disclosure and Non-Competition Agreement (this "**Agreement**") will apply to the Employee's employment relationship with the Company. If that relationship ends and the Company, within a year thereafter, either the Company reemploys the Employee or enters a contractor relationship with the Employee, the Employee agrees that this Agreement will also apply to such later employment or contractor relationship, unless the Company and the Employee otherwise agree in writing. Any such employment or contractor relationship between the parties hereto, whether commenced prior to, upon or after the date of this Agreement, is referred to herein as the "**Relationship.**"

2. **Duties.** During the employment relationship, the Employee will devote his or her entire best business efforts to the interests of the Company and will not engage in other activities detrimental to the best interests of the Company without the prior written consent of the Company.

3. **Confidential Information.**

(a) **Protection of Information.** The Employee understand that during the Relationship, the Company intends to provide the Employee with information, including Confidential Information (as defined below), without which the Employee would not be able to perform his or her duties to the Company. The Employee agrees, at all times during the term of the Relationship and

thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform his or her obligations to the Company under the Relationship, and not to disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any Confidential Information that the Employee obtains, accesses or creates during the term of the Relationship, whether or not during working hours, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved. The Employee further agree not to make copies of such Confidential Information except as authorized by the Company.

(b)**Confidential Information**. The Employee understand that “Confidential Information” means information and physical material not generally known or available outside the Company and information and physical material entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation: (i) Company Inventions (as defined below); and (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees and consultants of the Company (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, suppliers and customers (including, but not limited to, customers of the Company on whom the Employee called or with whom the Employee became acquainted during the Relationship), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to me by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.

(c)**Third Party Information**. The agreements in this Section 3 are intended to be for the benefit of the Company and any third party that has entrusted information or physical material to the Company in confidence. The Employee further agrees that, during the term of the Relationship and thereafter, the Employee will not improperly use or disclose to the Company any confidential, proprietary, or secret information of his or her former employer(s) or any other person, and the Employee agrees not to bring any such information onto the Company’s property or place of business.

(d)**Other Rights.** This Agreement is intended to supplement, and not to supersede, any rights the Company may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

4. **Non-Competition.** Because of Company's legitimate business interest as described herein and good and valuable consideration offered to me, during the term of the Employee's employment relationship and for a period of twelve (12) months immediately following the termination of the Relationship for any reason, whether with or without cause, the Employee agrees and covenants not to engage in Prohibited Activity within 50 miles radius of the current locations of Company.

For purpose of this non-compete clause, "Prohibited Activity" is activity in which the Employee contributes his or her knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, agent, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business as Company, including but not limited to those engaged in the business of legal service.

This Section does not, in any way, restrict or impede the Employee from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. I shall promptly provide written notice of any such order to Company.

5. **Company Property; Returning Company Documents.** The Employee acknowledges and agrees that he or she has no expectation of privacy with respect to the Company's telecommunications, networking, or information processing systems (including, without limitation, files, e-mail messages, and voice messages) and that his or her activity and any files or messages on or using any of those systems may be monitored or reviewed at any time without notice. The Employee further agrees that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. The Employee agrees that, at the time of termination of the Relationship, he or she will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by him or her pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns.

6. Notice to Third Parties. The Employee agrees that during the periods of time during which he or she is restricted in taking certain actions by the terms of Section 4 of this Agreement (the “Restriction Period”), the Employee shall inform any entity or person with whom he or she may seek to enter a business relationship (whether as an owner, employee, independent contractor or otherwise) of his or her contractual obligations under this Agreement. The Employee also understands and agrees that the Company may, with or without prior notice to the Employee and during or after the term of the Relationship, notify third parties of his or her agreements and obligations under this Agreement. The Employee further agrees that, upon written request by the Company, the Employee will respond to the Company in writing regarding the status of his or her employment or proposed employment with any party during the Restriction Period.

7. Solicitation of Employees, Consultants and Other Parties. As described above, the Employee acknowledges and agrees that the Company’s Confidential Information includes information relating to the Company’s employees, consultants, customers and others, and that the Employee will not use or disclose such Confidential Information except as authorized by the Company. The Employee further agrees as follows:

(a) **Employees.** The Employee agree that during the term of the Relationship, and for a period of twelve (12) months immediately following the termination of the Relationship for any reason, whether with or without cause, the Employee shall not, directly or indirectly, solicit, induce, recruit or encourage any of the Company’s employees or contractors to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or contractors of the Company, either for himself, herself or for any other person or entity.

(b) **Other Parties.** The Employee agrees that during the term of the Relationship, he or she will not negatively influence any of the Company’s clients, licensors, licensees or customers from purchasing Company products or services or solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

8. At-Will Relationship. The Employee understands and acknowledges that, except as may be otherwise explicitly provided in a separate written agreement between the Company and the Employee, his or her Relationship with the Company is and shall continue to be at-will, as defined under applicable law, meaning that either the Employee or the Company may terminate the Relationship at any time for any reason or no reason, without further obligation or liability,

other than those provisions of this Agreement that explicitly continue in effect after the termination of the Relationship.

9. Non-Disparagement. The Employee agrees that, during the term and thereafter, he or she will not, or encourage or induce others to, Disparage (as defined below) the Company or any of its past and present officers, directors, employees, stockholders, products or services.

“Disparage” includes, without limitation, making comments or statements to the press, the Company’s employees or any individual or entity with whom the Company has a business relationship (including, without limitation, any vendor, supplier, customer or distributor of the Company) that could adversely affect in any manner: (1) the conduct of the business of the Company (including, without limitation, any products or business plans or prospects); or (2) the business reputation of the Company, or any of its products or services, or the business or personal reputation of the Company’s past or present officers, directors, employees or stockholders; but shall not include comments or statements made in the good faith performance of your duties hereunder, in connection with your enforcement of your rights under this Agreement, or in compliance with applicable law. This paragraph is made and entered into solely for the benefit of the Company and its successors and permitted assigns, and no other person or entity shall have any cause of action hereunder.

10. Representations and Covenants.

(a) **Facilitation of Agreement.** The Employee agrees to execute promptly, both during and after the end of the Relationship, any proper oath, and to verify any proper document, required to carry out the terms of this Agreement, upon the Company’s written request to do so.

(b) **No Conflicts.** The Employee represents that his or her performance of all the terms of this Agreement does not and will not breach any agreement he or she has entered, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by me in confidence or in trust prior to or during the Relationship. The Employee will not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer, or any other party. The Employee will not induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer, or any other party. The Employee agrees not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

(c)**Voluntary Execution.** The Employee certifies and acknowledges that he has carefully read all the provisions of this Agreement, that he or she understands and has voluntarily accepted such provisions, and that he or she will fully and faithfully comply with such provisions.

11.**Electronic Delivery.** This Agreement, or any documents, or notice related to this Agreement, may be delivered by email, or any other electronic means. All parties hereby consent to (i) conduct business electronically; (ii) receive such documents and notices by such electronic delivery; and (iii) sign documents electronically and agree to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

12.**Miscellaneous.**

(a)**Jurisdiction.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of NY, without giving effect to the principles of conflict of laws. The exclusive forum and venue for any disputes shall be in New York, NY.

(b)**Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and the Employee relating to its subject matter and merges all prior discussions between them. No amendment to this Agreement will be effective unless in writing signed by both parties to this Agreement. The Company shall not be deemed hereby to have waived any rights or remedies it may have in law or equity, nor to have given any authorizations or waived any of its rights under this Agreement, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of the Company, it being understood that, even if the Employee is an officer of the Company, he or she will not have authority to give any such authorizations or waivers for the Company under this Agreement without specific approval by the Board of Directors. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

(c)**Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of the Company, its successors, and its assigns.

(d)**Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified

or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

(e)**Severability.** If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected. The Company and the Employee have attempted to limit my right to use, maintain and disclose the Company's Confidential Information, and to limit my right to solicit employees and customers only to the extent necessary to protect the Company from unfair competition. Should a court of competent jurisdiction determine that the scope of the covenants contained in Section 8 exceeds the maximum restrictiveness such court deems reasonable and enforceable, the parties intend that the court should reform, modify and enforce the provision to such narrower scope as it determines to be reasonable and enforceable under the circumstances existing at that time.

(f)**Remedies.** The Employee acknowledges and agrees that violation of this Agreement by him or her may cause the Company irreparable harm, and therefore the Employee agrees that the Company will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security (or, where such a bond or security is required, the Employee agrees that a \$100, 000 will be adequate), in addition to and without prejudice to any other rights or remedies that the Company may have for a breach of this Agreement.

(g)Advice of Counsel. THE EMPLOYEE ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, HE OR SHE HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HE OR SHE HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

(h)**Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

[Signature Page Follows]

Company

On Behalf of My Ai Legal, Inc.

By:

Name: John Doe

Title: CEO

Date:

Employee

Jane Doe

By:

Name: Jane Doe

Date: