

**EMPLOYEE NON-COMPETITION  
AND CONFIDENTIALITY  
AGREEMENT**

THIS NON-COMPETITION AND CONFIDENTIALITY AGREEMENT (“Agreement”) is entered into this

1st day of August 2020 (the “Effective Date”) by VolMEX Labs Corporation

(“Company”) and Jeevanjot Singh (“Employee”), who, intending to be legally bound,

hereby agree as follows:

**At Will Relationship**

Employee and Company agree that Employee’s employment with Company shall be at-will. This means that Company is not agreeing to employ Employee for any definite period, and that Employee’s employment may be terminated by Company or by Employee at any time, with or without cause, and with or without notice.

**Restrictive Covenants**

Non-Solicitation of Employees. Employee hereby covenants and agrees that, during Employee’s employment with Company and for a period of two (2) years immediately following the termination of such employment, whether voluntary or involuntary, Employee shall not solicit, directly or indirectly, any of Company’s employees for employment with any other person or business entity.

Non-Solicitation of Clients. Employee hereby covenants and agrees that, during Employee’s employment with Company and for a period of two (2) years immediately following the termination of such employment, whether voluntary or involuntary, Employee shall not, directly or indirectly, with respect to products or services competitive with Company products or services, solicit business from or conduct business with any customer or client served by Company; or solicit business from or conduct business with any person or entity that was, during Employee’s employment with Company, solicited or identified as a business prospect by Company.

Non-Competition. Employee hereby covenants and agrees that, during Employee’s employment with Company and for a period of two (2) years immediately following the termination of such employment, whether voluntary or involuntary, Employee shall not act in any way, directly or indirectly, as principal, employee, agent, or otherwise, to solicit, divert or take away any customer or any supplier of Company, or otherwise compete with Company, in the sale, distribution or licensing of any products competitive with Company products or services competitive with Company services.

**Confidential and Proprietary Information**

Confidential Information Defined. Employee acknowledges that Employee will be provided access to Company confidential and proprietary information and trade secrets and will occupy a position of trust and confidence with respect to Company’s affairs and business (“Company Confidential Information”). Company Confidential Information includes, but is not limited to, information and materials related to computer software and hardware, research, business procedures, marketing plans, customer lists and business histories, analyses of customer information, financial data, technical and laboratory data and/or specifications related to Company’s products and services, and any other information that is not generally known to the public or within the industry in

which Company competes.

**Employee's Obligations.** Employee agrees to take all reasonable steps to preserve the confidential and proprietary nature of Company Confidential Information and to prevent the inadvertent or accidental disclosure of Company Confidential Information. Employee agrees that during Employee's employment with Company and thereafter, Employee will not use, disclose, or transfer any Company Confidential Information other than as authorized by Company. Employee agrees that Employee will not use in any way other than in Company's business any Company

Confidential Information, including information or material received by Company from others and intended by Company to be kept in confidence by its recipients. Employee agrees that Employee will not remove any Company Confidential Information from Company's premises or make copies of such materials except for use in Company's business, and that Employee will return to Company all Company Confidential Information and copies thereof at any time upon the request of Company. Employee agrees not to retain any tangible or intangible copies of any Company Confidential Information after termination of Employee's employment for any reason. Employee agrees to maintain and make available to the Company, upon its request, complete and current written records, including but not limited to computer files, photographs, and/or drawings, as appropriate, of all Company Confidential Information the Employee has created solely or in conjunction with others during the course of Employee's employment with Company. Employee agrees that the obligations of this paragraph shall continue after termination of Employee's employment.

**Non-Disclosure of Confidential Information of Others.** Employee agrees not to disclose to Company or use in Company's business any idea, invention, work of authorship or other information or material relating to the business of any third person and intended by that person not to be disclosed to Company.

### **Ideas, Inventions, and Written Materials**

**"Ideas and Inventions" Defined.** The term "Ideas and Inventions" includes, without limitation, inventions, technical developments, trademarks, designs, formulae, processes, documents, computer programs, data, trade secrets, written material and other copyrightable works, customer lists, financial data, and other competition-sensitive information.

**Disclosure and Assignment of Rights.** Employee agrees to disclose to Company Ideas and Inventions which Employee conceives, develops, or makes solely or in conjunction with others and which relate to the business of the Company. Employee further agrees to assign to the Company complete ownership of all such Ideas and Inventions together with ownership of all patent applications, patents, trademarks, and copyrights (United States and foreign) which the Company may desire to secure with respect to such Ideas and Inventions. Employee further agrees that, during Employee's employment and thereafter, Employee shall cooperate with the Company in procuring such patents, trademarks, and copyrights, including execution of all documents necessary or incidental to the process.

**Disclosure of Prior Ideas and Inventions.** Within forty-eight (48) hours after execution of this Agreement, Employee shall identify in writing to Company any idea, invention, work of authorship or other information or material which might arguably come within the scope of the definition of "Ideas and Inventions," above, and to which Employee claims ownership or exclusive rights. Employee shall be presumed not to have intellectual property rights in such material which Employee fails to so identify.

**Written Materials.** Employee agrees that all writings, including without limitation, program codes, diagrams, charts, drawings, and documentation manuals of any kind produced by Employee and related in any way to Employee's work for Company are works produced for hire and are the property of Company. To the extent any such writing may not, by operation of law or otherwise, be a work made for hire, Employee hereby assigns to Company the ownership of copyright in such works, whether published or unpublished.

### **Company Software**

Employee agrees not to use Company software for any purpose not directly related to work performed for Company or its affiliate companies. Employee agrees that no copyrighted or public domain software may be placed on Company computers without the prior consent of the Company. Employee agrees to indemnify Company for any liability that results from Employee's use of Company software for non-job-related purposes or from any other unauthorized act involving Company or other software.

### **Conflicting Obligations and Rights**

Employee represents that his work for Company and his compliance with the terms of this Agreement will not result in a breach of any other agreement or contract, including non-competition or similar agreements. Employee further represents that he has not entered into, and will not enter into, any agreements or contracts that conflict with his obligations to Company or under this Agreement.

### **Enforcement**

Employee acknowledges that in the event of a violation of any provision contained in this Agreement, Company's business interests will be irreparably injured, the full extent of Company's damages will be impossible to ascertain,

monetary damages will not be an adequate remedy for Company, and Company will be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, which Employee expressly waives. Employee understands that Company may waive some of the requirements expressed in this Agreement, but that such waiver to be effective must be made in writing by an officer of Company and should not in any way be deemed a waiver of Company's right to enforce any other requirements or provisions of this Agreement.

### **General Terms**

Integration, Governing Law, Severability. This is the entire agreement between Company and Employee with respect to its subject matter and its date, superseding any prior oral or written, express or implied negotiations and agreements. The terms of this Agreement shall be governed by the laws of the State of DE without regard to conflict of laws provisions. The agreement may not be changed in any respect except by a written agreement signed by both Employee and an officer of Company. If any provision of the agreement is held to be invalid, illegal, or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

Judicial Limitation. If any provision of the Agreement is determined to be invalid or unenforceable by reason of the extent, duration, or geographical scope thereof, then the Court making such determination may reduce the extent, duration, or geographic scope of that provision.

Non-Assignment. Employee may not assign his or her rights and obligations without the prior written consent of Company. Subject to the foregoing, all covenants and agreements made herein shall bind the parties' respective successors, assigns, and representatives.

COMPANY EMPLOYEE

By: Jeevanjot Singh

Print Name: Jeevanjot Singh Print Name: Jeevanjot Singh

Title: Co-Founder Date Signed: August 1st 2020

Volmex Labs, CEO

By: N.J. Kennelly

Print Name: Nicholas (Cole) Kennelly Print Name: Nicholas (Cole) Kennelly

Title: CEO & Co-Founder Date Signed: August 8, 2020