

NON-COMPETE AGREEMENT

This Non-Compete Agreement (this "Agreement") is made effective as of May 13, 2019, by and between Clever Fox Online, LLC, of 1113 South Range Avenue, Denham Springs, Louisiana 70726, and Ryan Williams, of 154 W Pine St, Ponchatoula, Louisiana 70454.

The Noncompeting Party will be employed by the Protected Party as an independent contractor to design and service the Protected Party's computer network system and will have access to certain proprietary information. In exchange for such 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.

1 . NON-COMPETE COVENANT. During employment and for a period of 2 years after the separation of employment for any reason, Ryan Williams will not directly or indirectly engage in any business that competes with Clever Fox Online, LLC.

This covenant shall apply to the geographical area that includes the area within a(n) 250 mile radius of [redacted].

The non-competing party will not be allowed to disclose online marketing strategies, SEO techniques, resources, suppliers, graphic resources, or other sources disclosed during employment.

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 Clever Fox Online, LLC for the benefit of a third party that is engaged in such business. Ryan Williams agrees that this non-compete agreement will not adversely affect Ryan Williams 's livelihood.

2 . NON-SOLICITATION COVENANT. For a period of two years after the effective date of this Agreement, Ryan Williams 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 Clever Fox Online, LLC, nor shall Ryan Williams use Clever Fox Online, LLC '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 two years after the effective date of this Agreement, Ryan Williams will not directly or indirectly solicit, induce or attempt to induce any employee of Clever Fox Online, LLC to terminate his or her employment with Clever Fox Online, LLC.

3 . CONDITION OF EMPLOYMENT. In consideration of the commitments and obligations made by Ryan Williams, Ryan Williams and Clever Fox Online, LLC agree that the execution of this agreement is a condition of the employment of Ryan Williams by Clever Fox Online, LLC.

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

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 Ryan Williams violates the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate Clever Fox Online, LLC. Therefore, Clever Fox Online, LLC will be entitled to seek injunctive relief (i.e., a court order that requires Ryan Williams 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 Georgia.

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 Ryan Williams and by Benji McKinney, CEO, on behalf of Clever Fox Online, LLC. This Agreement is effective as of the date first above written.

PROTECTED PARTY:
Clever Fox Online, LLC

By: _____
Benji McKinney
CEO

Date: _____

NON-COMPETING PARTY:

By: _____
Ryan Williams

Date: _____