

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

INDEPENDENT CONTRACTOR AGREEMENT NOT TO COMPETE

For good and valuable consideration that is acknowledged, the undersigned, _____, "Independent Contractor", shall not engage in a business in any manner similar to, or in competition with, Evolve Freediving, "Company", during the term of his or her training and association with the Company.

Furthermore, the Independent Contractor shall not engage in a business in any manner similar to, or in competition with, the Company's business for a period of Three Years (3) years from the date of successful completion of his or her instructor certification course with the Company in the geographical area within a One Hundred (100) mile radius of any location being served by the Company.

For the purpose of this agreement, the Independent Contractor shall be regarded as engaging in a "business in any manner similar to, or in competition with, the Company's business" if, directly or as an independent contractor or employee of any business, the Independent Contractor is engaged in the business of freedive education, freedive school(s), or such other business or businesses as the Company is engaged in either individually or as part of some other business entity or affiliate during the term of the Independent Contractor's affiliation with the Company.

The Independent Contractor shall not request any customers of any business then being conducted or contemplated by the Company or its affiliates to curtail or cancel their business with the business or its affiliates.

The Independent Contractor shall not disclose to any person, firm, or corporation any trade, technical or technological secrets, any details of organizations or business affairs, any names of past or present customers of the Company or its affiliates or any other information relating to the business or businesses or their affiliates.

The Independent Contractor shall not solicit, canvass, or accept any business or transaction for any other person, firm, corporation, or business similar to any business of the Company or its affiliates.

The Independent Contractor shall not induce, or attempt to influence, any employee of the Company or its affiliates to terminate employment with the Company or its affiliates or to enter into any employment or other business relationship with any other person, firm, or corporation.

The Independent Contractor shall not act or conduct himself in any manner that he or she shall have reason to believe is contrary to the best interests of the Company or its affiliates.

The Independent Contractor acknowledges and agrees that the above restriction is reasonable as to duration and geography, that it is fully enforceable, and waives any objection thereto and covenants to institute no suit or proceeding or otherwise advance any position or contention to the contrary.

The Independent Contractor recognizes that immediate and irreparable damage will result to the Company if the Independent Contractor breaches any of the terms and conditions of this agreement and, accordingly, the Independent Contractor hereby consents to the entry of temporary, preliminary, and permanent injunctive relief by any court of competent jurisdiction against him or her to restrain any such breach in addition to any other remedies or claims for money damages that the Company may seek; and the Independent Contractor agrees to render an equitable accounting of all earnings, profits and other benefits arising from such violations; and to pay all costs and counsel fees incurred by the Company in enforcing this agreement, which rights shall be cumulative.

The Independent Contractor represents and warrants to the Company that his or her experience and capabilities are such that he or she can obtain employment in business without breaching the terms and conditions of this agreement and that his or her obligations under the provisions of this agreement (and the enforcement thereof by injunction or otherwise) will not prevent him or her from earning a livelihood.

The existence of any claim or cause of action of the Independent Contractor against the Company, whether predicated on this agreement or otherwise, shall not constitute a defense to the enforcement by the Company of this covenant.

In the event that the Independent Contractor is in breach of any of the provisions of this agreement as set forth above, the period of proscription from doing the act or acts that constitute a breach of this agreement shall be extended for a period of three (3) years from the date that the Independent Contractor ceased, whether voluntarily or by court order, to engage in or do said actions.

The Independent Contractor recognizes and agrees that the Company does not have a remedy at law adequate to protect the Company's rights and interests as set forth in this agreement, and the Independent Contractor therefore agrees that the Company shall have the right to an injunction enjoining the Independent Contractor from violating the provisions of this agreement. Nothing herein contained shall be construed as prohibiting the Company from pursuing any other remedies available to the Company for such breach or threatened breach.

If any action at law or equity is necessary to enforce or interpret the terms of this agreement, the Independent Contractor agrees to pay the Company reasonable attorney fees, costs, and necessary disbursements, in addition to any other relief and/or damages to which the Company may be entitled.

In the event that a court of competent jurisdiction determines that this covenant not to compete is unenforceable in whole or in part for any reason, including, without limitation, the duration, scope, and remedies set forth above, then same shall not be void, but rather shall be enforced to the extent that same is deemed to be enforceable by said court, as if originally executed in that form by the parties hereto.

Service of all notice under this agreement shall be sufficient if made by registered mail to the specific party involved herein at his or her respective address hereinafter set forth or as such party may provide from time to time in writing:

For the Company:

Ashley Chapman, 6624 Old Bridge Site Road, Castle Hayne, NC 28429

For the Independent Contractor:

This agreement constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, understandings and agreements, whether oral or written, of any nature whatsoever with respect to the term of employment that is the subject matter hereof, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein between the Company and the Employee.

This agreement is not to be changed, modified or terminated unless it is changed in writing, and signed by the parties hereto.

The validity, interpretation, construction and enforcement of this agreement shall be governed by the laws of the State of North Carolina.

The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereto, and the agreement shall be construed in all respects as though such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties hereto acknowledge, understand, and agree to this agreement. The parties understand and intend to be bound by all of the clauses contained in this document and further certify that they have received signed copies of this agreement on this date.

Independent Contractor: _____ Date: _____

For the Company: _____ Date: _____

