



NON-COMPETE AGREEMENT

Acknowledgement

CryoHeat Metal Treatment utilizes proprietary processing, formulations, customer lists, dealer pricing and methods of operation that are unique to the company and all constitute trade secrets.

Competition

Any Individual / Company (referred to hereafter as "Individual") doing business with CryoHeat agrees not to engage in competing business practices, including, any research, engineering, product or process development in any geographical area where CryoHeat is located, conducts business, or provides service to customers.

Confidential Information

Individual agrees not to disclose CryoHeat's customer list, dealer pricing, method of operation, formulations or any other trade secret acquired after cessation of work performed to anyone, including new employer.

Non-Solicitation

Individual agrees that for a period of three years after any termination of work performed that it will not, directly or indirectly: (a) induce or influence (or attempt to induce or influence) any person who is a customer of CryoHeat with whom CryoHeat has had contact in performance of services, to terminate his/her relationship with CryoHeat, or (b) aid, assist or abet any third-party in any of the aforementioned activities.

Remedies

CryoHeat may pursue any and all remedies available to it and the pursuit of one remedy will not be deemed to exclude any other remedies, including, but not limited to recovery of damages and reasonable attorneys fees. CryoHeat shall have the right to injunctive relief to restrain and enjoin any actual or threatened breach of the provisions contained in this Agreement

Severability

If any provision in this Agreement is deemed to be invalid or unenforceable for any reason, it will not affect the remaining provisions and those provisions will continue to be valid and enforceable

Governing Law

This Agreement shall be governed by, construed and enforced solely and exclusively in accordance with the laws of the State of California, USA, without reference to conflict of law principles. Any and all disputes under this Agreement must be brought solely and exclusively in the state courts and the Federal courts located in San Diego, California, USA, and the parties hereby irrevocably consent to the personal jurisdiction and venue of these courts. This Agreement may not be amended except by a writing signed by both parties.

Entire Agreement

This Agreement contains the entire agreement and understanding by and between Cryo-Heat and Individual with respect to the covenants in this agreement. Further, any representations, promises, agreements, or understandings, written or oral, not contained in this Agreement shall not have any force or effect.

By checking the box indicated on Dealer Application on www.cryoheat.com, Individual agrees to Non-Compete Agreement and all the terms held within.

