

NONCOMPETE AGREEMENT

This Noncompete Agreement is made effective as of _____ / _____ / _____ by and between Rafael Baltazar, of 445 E Hill St, Keller, TX 76248, and _____ of _____.

In this Agreement, the party who is requesting the non-competition from the other party shall be referred to as Owner”, and the party who is agreeing not to compete shall be referred to as “Co-Owner”.

Co-Owner will be developing the APP for Owner in exchange for 50% of the profit of the business “InstantPatientCare”, hereafter referred to as “IPCare”.

- 1. NONCOMPETE COVENANT,** For a period as long as the APP exist after the effective date of this Agreement, Co-Owner will not directly or indirectly engage in any business that competes with “IPCare”, This covenant shall apply to the geographical area that includes anywhere the internet is found.
- 2. NON-SOLICITATION COVENANT.** For a period of Life after the effective date of this Agreement Co-Owner 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 “IPCare”. Further, for a period of life after the effective date of this Agreement, Co-Owner will not directly or indirectly solicit, induce or attempt to induce any employee of “IPCare” to terminate his or her employment with “IPCare”.
- 3. PAYMENT.** Owner and Co-Owner will get paid equal compensation for the covenants based on the profit margins.
- 4. CONFIDENTIALITY.** Co-Owner will not at any time or in any manner, either directly or indirectly, use for the personal benefit, divulge, disclose, or communicate in any manner any information that is proprietary to “IPCare”. Co-Owner will protect such information and treat it as strictly confidential. The obligation of Co-Owner not to disclose confidential information shall continue for life after the effective date of this Agreement. Within 30 days after receiving a written request Co-Owner will return to “IPCare” all records, notes, documentation and other items that were used, created, or controlled by “IPCare”.
- 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 of conditions in any other agreement whether oral or written.
- 6. SEVERABILITY.** The parties have attempted to limit the noncompete provisions so that it applies only to the extent necessary to protect legitimate business and property interest. 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 deemed to be written, construed, and enforced as so limited.

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7. **INJUNCTION.** It is agreed that if Co-Owner violates the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate Owner. Therefore Owner will be entitled to seek injunctive relief (i.e. a court order that requires Co-Owner 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 cost and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.
8. **APPLICABLE LAW.** The Agreement shall be governed by the laws of the State of Texas.
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 Rafael Baltazar Owner and by Co-Owner. This Agreement is effective as of the date first above written.

PROTECTED PARTY

Owner

By: _____
Rafael Baltazar
Owner

NONCOMPETING PARTY

Co-Owner

By: _____
Co-Owner