**Non Compete and Non Solicitation Agreement**

This Employment Agreement (“Agreement”) is entered into as of the date of the last signature affixed hereto, by and between IQLogg, Inc., a Virginia corporation with its address at 44121 Harry Byrd Hwy, Suite # 230, Ashburn, VA 20147 (“IQLogg” or “the Employer”) and (“Employee”).

**RESTRICTIVE COVENANT**

 (a) (i) Employee or perspective Employee agrees not to accept offer of employment from the vendors, clients (includes all sub vendors, primary vendors and end clients) which Employee has been introduced to or working for through the contact provided by IQLogg for the period of employment with IQLogg and 1 (one) year thereafter. Should offer of employment be accepted prior to 1 (one) after employment termination with IQLogg, Employee agrees to pay IQLogg 20 % of the negotiated with the client base salary as a reimbursement for the loss of business and coordination effort.

**(ii) The Employee acknowledges and agrees that the loss of net profits to the Company arising from accepting a Full time position from the clients introduced by IQLogg shall be equal to twenty percent (20%) of the gross annual pay accepted by the Employee while accepting the Full Time Position with the client. The 20% is only a onetime fee for the breach of contract and is due upon accepting full time position with the clients-. (Mid Vendor) Or (Client) directly or indirectly.**

**(iii) The employee, at any point cannot accept a Full-time position with IQLOGG’S Vendor or End Client.**

1. **The Employee will be liable for 20% Conversion fee of Gross Salary offered to the Consultant if he quits IQLOGG before 1 Year.**
2. **The Employee will be liable for 10% Conversion fee of Gross Salary offered to the Consultant if he quits IQLOGG after 1 Year.**

(iv) During the Term of this Agreement and for a period of one (1) year after termination of this Agreement (the “Restrictive Covenant Period”), whether this Agreement is terminated for any reason, no reason, cause, for wrongful discharge, or for any other reason, the Employee shall not, directly or indirectly, enter into or engage in any manner or way in the Business with any client of the Company with whom the Company was doing Business during the Term of this Agreement; and any third party that the Company had presented a proposal to, for the purpose of doing Business (the “Restrictive Covenant Radius”).

 (v) The aforesaid Restrictive Covenant Radius for the Restrictive Covenant Period applies to the Employee engaging in any manner or way in the Business either as an individual on his or her own account, or as a partner or joint venture, or as an employee, independent contractor, limited liability Company, or other entity.

(b) The Employee warrants, covenants and agrees that during the Restrictive Covenant Period, the Employee will not communicate with, write to, or otherwise solicit, directly or indirectly: (i) the clients of the Company except on behalf of the Company; nor (ii) any other, employees of the Company to render Services to a third party other than clients of the Company for the benefit of the Company.

(c) The Employee shall not use, disclose to a third party, or permit others to use, any Trade Secret Information nor any Confidential Business Information during the Restrictive Covenant Period.

(d) The Employee waives any claims of lack of consideration, reciprocity, monopoly, restraint of trade, moratorium or closing of opportunities to engage in the Business, conflicts of interest, and any claims that all, or any portion of, this Restrictive Covenant is contrary to public policy or interest, as a defense to the enforcement by Company of this Restrictive Covenant.

(e) This Restrictive Covenant on the part of the Employee shall be construed as an agreement, independent of any other provision of this Agreement. The existence of any claim or cause of action by the Employee against Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of this Restrictive Covenant by equitable (injunctive) relief and payment of compensatory damages.

(f) If a court deems this Restrictive Covenant "overstated", then it shall be reduced to a radius and time period as deemed equitable by the court as ordered by the court and extended for one (1) year, or a lesser time as ordered by the court.

(g) The Employee acknowledges that the Employee had the opportunity and monies to confer with an independent attorney before signing this Agreement, that there were other employment opportunities for the Employee aside from employment with the Company; and that without the Employee’s agreement to abide by the Restrictive Covenant, the Company would not have executed this Agreement nor entered into an Agreement with the Employee.

(h) The Employee hereby irrevocably submits to the exclusive jurisdiction governed by laws of Virginia for any proceeding arising out of, or relating to this Agreement. The Employee hereby irrevocably agrees that all claims in respect of any such action or proceeding can be heard and determined in such Court.

(i) If Company attempts to enforce this Restrictive Covenant in a court of law and is successful in whole or in party in doing same, the Company's legal fees, costs, and other expenses (including the time of Company employees) shall be immediately due and payable to Company by the Employee as compensatory damages in addition to loss of profits.

Signed and agreed to:

Employee IQLOGG, INC.

Signature: Signature:

Full Name: Name: **Sunny Anand**

IQLogg Inc. Employee Title: **Director of Operations**

Date: Date:

SSN:

Date of Birth: