



AI Concepts Inc.  
20121 Ventura Blvd.  
Suite 207  
Woodland Hills, CA 91364  
T 818 901 0462  
F 818 488 5123  
[www.aichome.com](http://www.aichome.com)

## Non-Disclosure and Non-Compete Agreement

THIS AGREEMENT is made between AI Concepts Inc, ("the Disclosing Party") and Realm Countertops LLC, ("the Recipient") (collectively, "the Parties").

Purpose for Disclosure ("Business Purpose"):

The Parties hereby agree as follows:

1. For purposes of this Agreement, "Confidential Information" shall mean any and all non-public information, including, without limitation, technical, developmental, marketing, sales, operating, performance, cost, know-how, business plans, business methods, and process information, disclosed to the Recipient. For convenience, the Disclosing Party may, but is not required to, mark written Confidential Information with the legend "Confidential" or an equivalent designation.
2. Limitations of this Agreement. This Agreement is not a contract of employment. Neither You nor the Company are obligated to any specific term of employment. This Agreement is limited to the subject matter of covenants not to compete or solicit as described in this Agreement as well as non-disclosure. All Confidential Information disclosed to the Recipient will be used solely for the Business Purpose and for no other purpose whatsoever. The Recipient agrees to keep the Disclosing Party's Confidential Information confidential and to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care. Recipient may disclose Confidential Information only to its employees, agents, consultants and contractors on a need-to-know basis, and only if such employees, agents, consultants and contractors have executed appropriate written agreements with Recipient sufficient to enable Recipient to enforce all the provisions of this Agreement. Recipient shall not make any copies of Disclosing Party's Confidential Information except as needed for the Business Purpose. At the request of Disclosing Party, Recipient shall return to Disclosing Party all Confidential Information of Disclosing Party (including any copies thereof) or certify the destruction thereof.
3. You agree not to work for or provide any services to any of AI Concepts, Inc. customers. Neither shall you engage in any competitive activity with respect to the Company. Competitive activity includes, but is not limited to, forming or making plans to form a business entity to directly compete with any business of the Company. All right title and interest in and to the Confidential Information shall remain with Disclosing Party or its licensors. Nothing in this Agreement is intended to grant any rights to Recipient under any patents, copyrights, trademarks, or trade secrets of Disclosing Party. All Confidential information is provided "AS IS". The disclosing party makes no warranties, express, implied or otherwise, regarding non-infringement of third party rightd or its accuracy, completeness or performance.
4. Covenant Not to Compete. You agree that at no time will you engage in any business activity which is competitive with the Company nor work for any company which competes with the Company. You will not, for yourself or on behalf of any other person or business enterprise, engage in any business activity which competes with the Company, approach the company customers, supply and perform work for the company customer and at the projects introduced by the company. You agree not to solicit any customer of the Company on behalf of any other business enterprise. You shall not, directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of the Company or any other information pertaining to them. Neither shall you call on, solicit, take away, or attempt to call on, solicit, or take away any customer of the Company on whom You have called or with whom You became acquainted, as the direct or indirect result of your engagement with the Company. In the event that the Recipient shall breach this Agreement, or in the event that a breach appears to be imminent, the Disclosing Party shall be entitled to all legal and equitable remedies afforded it by law, and in addition may recover all reasonable costs and attorneys' fees incurred in seeking such remedies. If the Confidential Information is sought by any third party, including by way of subpoena or other court process, the Recipient shall inform the Disclosing Party of the request in sufficient time to permit the Disclosing Party to object to and, if necessary, seek court intervention to prevent the disclosure.
4. You hereby acknowledge that the Company will suffer irreparable harm if You breach your obligations under this Agreement; and that monetary damages will be inadequate to compensate the Company for such a breach. Therefore, if You breach any of such provisions, then the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.



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6. The validity, construction and enforceability of this Agreement shall be governed in all respects by the law of the state of California. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective Parties. This Agreement shall control in the event of a conflict with any other agreement between the Parties with respect to the subject matter hereof. By your signature below you acknowledge that you have read and understand the foregoing Agreement, that you agree to comply with all of the terms of the Agreement, and that you have received a copy of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Authorized Signature (Realm Countertops LLC): \_\_\_\_\_ date: \_\_\_\_\_

Authorized Signature (AI Concepts, Inc.): \_\_\_\_\_ date: \_\_\_\_\_