

NON-COMPETITION AGREEMENT

This Agreement is made between Pymetrics, Inc., a Delaware corporation (“Company”), and Christopher “Christo” Broder Wilson (the “Individual”).

In consideration of the research audit being performed by the Individual in Company under the terms and conditions of the University – Industry Sponsored Research Agreement (the “Agreement”) entered into between Company and Northeastern University, a non-profit Massachusetts institute of higher education, the Individual and the Company agree as follows:

1. Non-Competition. For a period of six (6) months after the termination or expiration of the Research Project (as defined in the Agreement), the Individual will not knowingly directly or indirectly accept employment in any business (whether as owner, partner, officer, director, Individual, consultant, investor, lender or otherwise, except as the holder of not more than 1% of the outstanding stock of a publicly-held company) that is competitive with the Company’s business in a manner that would rely upon proprietary information that the Individual received as part of the Individual’s research under the Agreement, including but not limited to any business that develops, manufactures, markets, licenses, sells or provides any product or service that competes with any product or service developed, manufactured, marketed, licensed, sold or provided, or planned to be developed, manufactured, marketed, licensed, sold or provided, by the Company while the Individual received proprietary information under the Agreement. Notwithstanding the foregoing, nothing in this agreement shall be construed to prevent the Investigator from consulting on Algorithmic Fairness.
2. Miscellaneous.
 - (a) Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and are considered by the Individual to be reasonable for such purpose. The Individual agrees that any material breach of this Agreement may cause the Company substantial and irrevocable damage which is difficult to measure. Therefore, in the event of any such material breach the Individual agrees that the Company, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court restraining such a material breach and the right to specific performance of the provisions of this Agreement.
 - (b) Obligations to Third Parties. The Individual acknowledges and represents that this agreement will not violate any continuing obligation the Individual has to any former employer or other third party.
 - (c) Disclosure of this Agreement. The Individual hereby authorizes the Company to notify others of the terms and existence of this Agreement and the Individual’s continuing obligations to the Company hereunder.
 - (d) Not Employment Contract. The Individual acknowledges that this Agreement does not constitute a contract of employment.

(e) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any corporation with which, or into which, the Company may be merged or which may succeed to the Company's assets or business, provided, however, that the obligations of the Individual are personal and shall not be assigned by him or her. The Individual expressly consents to be bound by the provisions of this Agreement for the benefit of the Company or any subsidiary or affiliate thereof to whose employ the Individual may be transferred without the necessity that this Agreement be re-signed at the time of such transfer.

(f) Interpretation. If any restriction set forth in Section 1 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

(g) Severability. In case any provision of this Agreement shall be deemed invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(h) Waivers. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without reference to the conflicts of laws provisions thereof). Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the Commonwealth of Massachusetts (or, if appropriate, a federal court located within Massachusetts), and the Company and the Individual each consents to the jurisdiction of such a court. The Company and the Individual each hereby waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.

(j) Entire Agreement; Amendment. This Agreement supersedes all prior agreements, written or oral, between the Individual and the Company relating to the subject matter of this agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Individual and the Company.


(k) Captions. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

THE INDIVIDUAL ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

PYMETRICS, INC:

Christopher Broder Wilson

By: _____
Name:
Title:

By: Christo Wilson
Name: 

Date: _____

Date: 3/25/2020