EMPLOYEE NON-COMPETE AND NON-SOLICITATION AGREEMENT

MERIDIAN TECHNOLOGIES, INC.

This **Employee Non-Compete and Non-Solicitation Agreement** (the "Agreement") is entered into and made effective as of **July 15, 2026** (the "Effective Date"), by and between:

MERIDIAN TECHNOLOGIES, INC., a Delaware corporation, having its principal place of business at 500 Innovation Way, Suite 400, Wilmington, DE 19801 (hereinafter referred to as the "Company"),

and

SARAH JENKINS, an individual residing at 742 Evergreen Circle, Wilmington, DE 19807 (hereinafter referred to as the "Employee").

RECITALS

WHEREAS, the Company is engaged in the highly competitive business of developing, marketing, and deploying cloud-native distributed data storage networks and enterprise file management systems (the "Business"); and
WHEREAS, the Company has developed proprietary trade secrets, software architectures, algorithms, marketing methodologies, and valuable customer relationships that represent substantial commercial value to the Company; and
WHEREAS, the Employee is employed or seeks to be employed by the Company in a capacity (specifically as Lead Systems Architect) that will grant them access to the Company's proprietary information, technical structures, and client accounts; and
WHEREAS, to protect the Company's legitimate business interests, trade secrets, and customer goodwill, the parties agree that the covenants set forth herein are essential and a direct condition of the Employee's employment and receipt of specialized compensation and benefits.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Employee agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings specified below:

1.1 **“Confidential Information”** shall mean all information, whether written, oral, electronic, or in any other form, that is not generally known to the public, relating to the Company’s software code, systems design, business plans, financials, research projects, marketing strategies, customer lists, and pricing models.

2.2 **“Competing Business”** shall mean any individual, partnership, corporation, joint venture, or other entity that designs, develops, licenses, or sells cloud-based distributed database engines or object storage platforms that directly compete with the core products offered by the Company.

3.3 **“Restricted Period”** shall mean the duration of the Employee’s employment with the Company, plus a period of twelve (12) consecutive months following the termination of such employment for any reason, whether voluntary or involuntary.

4.4 **“Restricted Territory”** shall mean the geographic territory in which the Company operates its Business, which the parties agree comprises the United States of America, Canada, and the member states of the European Union, in light of the global digital nature of the Company’s services.

SECTION 2. COVENANT NOT TO COMPETE

The Employee acknowledges that the Company’s Business is highly specialized and global, and that the Employee’s work on behalf of the Company will involve confidential proprietary strategies.

1.1 **Prohibited Activities.** During the Restricted Period, the Employee shall not, directly or indirectly, whether as an employee, consultant, officer, director, partner, agent, or shareholder:

- (a) Engage in, perform services for, or assist any Competing Business within the Restricted Territory;
- (b) Establish, own, or operate any entity that constitutes a Competing Business;
- (c) Lend financial assistance or technical advice to any entity or venture engaged in a Competing Business.

2.2 **Permitted Passive Investment.** Nothing in this Agreement shall prevent the Employee from holding, as a passive investor, not more than two percent (2%) of the outstanding securities of any publicly traded company engaged in a Competing Business, provided the Employee has no active management role or consultative interaction with such company.

SECTION 3. NON-SOLICITATION COVENANTS

The Employee recognizes the substantial investment the Company has made in recruiting and training its staff, and in establishing customer goodwill.

1.1 **Solicitation of Employees.** During the Restricted Period, the Employee shall not, directly or indirectly, solicit, recruit, induce, or attempt to influence any employee, contractor, or consultant of the Company to leave their relationship with the Company, or to accept employment or engagement with any other business entity.

2.2 Solicitation of Clients and Customers. During the Restricted Period, the Employee shall not, directly or indirectly, contact, solicit, or divert any client, customer, or prospective customer of the Company with whom the Employee had material contact or about whom the Employee received Confidential Information during the twenty-four (24) months preceding their termination, for the purpose of offering products or services that compete with the Business.

SECTION 4. CONFIDENTIALITY OBLIGATIONS

The Employee agrees to maintain the absolute confidentiality of all Confidential Information.

1.1 Non-Disclosure. During their employment and at all times thereafter, the Employee shall not disclose, disseminate, or make available any Confidential Information to any third party without the prior written consent of the Company, unless required by a court of competent jurisdiction.

2.2 Return of Materials. Upon termination of employment for any reason, or at any time upon the Company's request, the Employee shall immediately return to the Company all physical and electronic documents, source code repositories, research notes, hardware, and other materials containing or representing Confidential Information.

SECTION 5. ACKNOWLEDGMENT OF REASONABLENESS

The Employee agrees that the restrictions contained in this Agreement:

1.1 Are reasonable in scope, duration, and geographic territory;

2.2 Are strictly necessary to protect the legitimate proprietary and commercial interests of the Company;

3.3 Will not unreasonably impede the Employee's ability to earn a livelihood in other technical sectors or capacities that do not violate this Agreement;

4.4 Are fully supported by adequate consideration, including employment, salary increases, and access to highly specialized training.

SECTION 6. REMEDIES AND ENFORCEMENT

In the event of a breach or threatened breach by the Employee of any provision of this Agreement, the Company shall be entitled to the following remedies:

1.1 Injunctive Relief. The Company shall be entitled to seek an immediate temporary restraining order, preliminary injunction, or permanent injunction from any court of competent jurisdiction to prevent or halt such breach, without the necessity of posting a bond or proving actual monetary damages.

2.2 Accounting of Profits. The Company shall be entitled to recover from the Employee all profits, earnings, or benefits realized by the Employee as a direct result of any activities violating this Agreement.

3.3 Attorneys' Fees. The prevailing party in any legal action brought to enforce or interpret this Agreement shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and court costs.

SECTION 7. MISCELLANEOUS PROVISIONS

1.1 Governing Law and Forum. This Agreement, and all claims arising out of or relating to it, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflict of laws principles. The parties submit to the exclusive jurisdiction of the state and federal courts located in New Castle County, Delaware.

2.2 Severability and Blue-Penciling. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be modified by the court to the minimum extent necessary to render it valid and enforceable, and the remaining provisions shall continue in full force and effect.

3.3 Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding non-compete and non-solicitation covenants, and supersedes all prior oral or written discussions, negotiations, or letters of intent.

4.4 Amendments. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is written and signed by both the Employee and an authorized executive officer of the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Employee Non-Compete and Non-Solicitation Agreement as of the Effective Date first written above.

THE COMPANY: *Meridian Technologies, Inc.*	**THE EMPLOYEE:** *Sarah Jenkins*
By: ______________________________	By: ______________________________
Name: **Marcus Vance**	Name: **Sarah Jenkins**
Title: **Chief Executive Officer**	Title: **Lead Systems Architect**
Date: ______________________________	Date: ______________________________