

**CONFIDENTIALITY AGREEMENT  
AND COVENANT NOT TO COMPETE**

This Employee Confidentiality Agreement and Covenant Not to Compete (herein "Agreement") is executed by \_\_\_\_\_ (herein the "Employee") for the benefit of Vaughn Industries, LLC and Vaughn Equity Services, LLC (herein "Employer").

NOW, THEREFORE, in consideration for employment of the Employee by Employer, the Employee agrees as follows:

1. Employee's Non-Disclosure Promises
  - a. The Employee will not use or disclose any Confidential Materials and Information during the course of the Employee's employment by Employer, or thereafter, except as specifically authorized by Employer for the benefit of Employer or as required by law, in which case Employee shall immediately advise Employer of any such disclosure and the content thereof, including the identity of the person and/or entity to whom such disclosure was made. The term "Confidential Materials and Information" includes: trade secrets (as defined by Ohio law); confidential information; proprietary information; customer lists, records and other information regarding customers (whether or not evidenced in writing); price lists and pricing policies; financial plans, records, ledgers and information; business development plans; sales and marketing plans; employment records, data and policies and other confidential or proprietary data and information which the Employee encounters during his/her employment with Employer.
  - b. Except as necessary in connection with Employer's business, the Employee will not remove Confidential Materials and Information from the business premises of Employer and will not utilize or disclose such Information and Materials, directly or indirectly, to any person or persons without express authorization from Employer.
  - c. The Employee agrees that any disclosure or utilization of Confidential Materials and Information will result in immediate and irreparable harm to Employer and that Employer shall be entitled to injunctive relief, as well as direct, indirect and consequential damages and attorney fees resulting from any unauthorized use or disclosure of the Confidential Materials and Information.

2. Employee's Non-Solicitation and Non-Competition Promises

- a. The Employee agrees that during employment and for a period of one (1) year following Employee's last day of employment with Employer, Employee will not, independently or as an employer, employee, partner, consultant, agent or proprietor of any business or other entity, contact or solicit any business or individual who continues to be or had been a customer of Employer for the purpose of offering or providing services in competition with Employer.
- b. Employee agrees that for a period of one (1) year following Employee's last day of employment with Employer, Employee will not directly or indirectly employ, engage, contract in any manner for the services of, or solicit the services of any person who (i) was an employee of Employer during the one hundred and eighty (180) days immediately preceding the Employee's termination of employment with Employer, and/or (ii) is employed by Employer at any time during said one (1) year period following the Employee's termination of employment with Employer.
- c. Employee agrees that for a period of one (1) year following Employee's last day of employment with Employer, Employee will not work for or enter into any employment, partnership, consultant, subcontractor or independent contractor relationship with (i) any entity or person which performs work in any trade or craft in which the Employer performs work that is within a one hundred and fifty (150) mile radius of the Employer's facility to which the Employee is assigned; and/or (ii) any customer of Employer in any locality. The provisions of this subsection 2(c) only shall cease to have any force or effect thirty-six (36) months after the date the effective date of this Agreement.

3. Jurisdiction and Venue

Ohio law shall govern all disputes, controversies and litigation arising under this Agreement. Employee agrees that exclusive venue for all litigation arising under this agreement lies with Wyandot County, Ohio, and further agrees to submit to the personal jurisdiction of such Court.

4. Savings, Survival and Severability of Agreement

All provisions of this Agreement are severable and neither this Agreement nor any provision hereof shall be affected by the invalidity or inapplicability of any other provision of this Agreement.

5. Continuation of Employee's Promises

Employee's promises, duties and obligations made in this Agreement shall survive the termination or cessation of this Agreement by either Party for any reason.

6. Entire Agreement Covering Confidentiality and Non-Competition

This Agreement represents the entire agreement between Employee and Employer regarding Confidentiality and Non-Competition matters. All prior or contemporaneous written or oral statements, negotiations, representations, arrangements and/or agreements regarding confidentiality and non-competition matters are superseded by this Agreement.

7. Agreement as Condition of Employment

Employee acknowledges that Employer would not employ Employee unless he/she executes this Agreement and abides by its terms. Employee therefore acknowledges that he/she has read and fully understands and accepts Employee's obligations and restrictions under this Agreement and agrees to be bound thereby.

IN WITNESS WHEREOF, the Employee has executed this Employee Confidentiality Agreement and Covenant Not to Compete.

Dated: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
EMPLOYEE