

Employment Agreement

This Employment Agreement ("Agreement") is entered into by and between ServicExperts, Inc., a Kansas Corporation, with its principal place of business located at 1313 S Young St, Wichita, KS 67209 (the "Employer", and _____ (the "Employee"), (the Employer and the Employee are collectively referred to herein as the "Parties"), as of _____, 20____ (the "Effective Date").

In consideration of the Employee's employment or continued employment by the Employer, which the Employee acknowledges to be good and valuable consideration for the Employee's obligations hereunder, the Employer and the Employee hereby agree as follows:

A) Non-Competition.

Because of Employer's legitimate business interest and the good and valuable consideration offered to the Employee, the receipt and sufficiency of which is acknowledged, during the term of Employee's employment and for two (2) years, to run consecutively, beginning on the last day of the Employee's employment with the Employer, for any reason or no reason and whether employment is terminated at the option of the Employee or the Employer, the Employee agrees and covenants not to engage in any Prohibited Activity within seventy-five (75) miles of Wichita, Kansas.

For purposes of this non-compete clause, "Prohibited Activity" is activity in which the Employee contributes the Employee's knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, agent, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business as the Employer, including those engaged in the business of Mechanical Contracting including but not limited to new construction HVAC and duct work installation as well as service/repair of HVAC and Restaurant Equipment including but not limited to refrigeration units. Prohibited Activity also includes activity that may require or inevitably require disclosure of trade secrets, proprietary information, or confidential information of Employer.

B) Non-Solicitation of Employees.

The Employee agrees and covenants not to directly or indirectly solicit, hire, recruit, or attempt to hire or recruit, any employee of the Employer or any employee who has been employed by the Employer in the six (6) months preceding the last day of Employee's employment (collectively "Covered Employee"), or induce the termination of employment of any employee of the Employer for a period of two (2) years, beginning on the last day of the Employee's employment with the Employer.

This non-solicitation provision explicitly covers all forms of oral, written, or electronic communication, including, but not limited to, communications by email, regular mail, express mail, telephone, fax, instant message, and social media, including, but not limited to, Facebook, LinkedIn, Instagram, and Twitter, and any other social media platform, whether or not in existence at the time of entering into this Agreement. This Section does not restrict or impede, in any way, and shall not be interpreted or understood as restricting or impeding, the Employee from discussing the terms and conditions of Employee's employment with co-workers or union representatives/exercising Employee's rights under Section 7 of the National Labor Relations Act (NLRA)/exercising protected rights to the extent that such rights cannot be waived by agreement.

C) Non-Solicitation of Customers.

The Employee understands and acknowledges that because of the Employee's experience with and relationship to the Employer, he/she will have access to and learn about much or all of the Employer's customer information. "Customer Information" includes, but is not limited to, names, phone numbers, addresses, email addresses, order history, order preferences, chain of command, pricing information, and other information identifying facts and circumstances specific to the customer and relevant to sales and/or services.

The Employee understands and acknowledges that loss of any such customer relationship and/or goodwill will cause significant and irreparable harm to the Employer.

The Employee agrees and covenants, for a period of two (2) years, beginning on the last day of the Employee's employment with the Employer, not to directly or indirectly solicit, contact, or attempt to solicit or contact, using any other form of oral, written, or electronic communication, including, but not limited to, email, regular mail, express mail, telephone, fax, instant

Appendix B

message, or social media, including but not limited to Facebook, LinkedIn, Instagram or Twitter, or any other social media platform, whether or not in existence at the time of entering into this agreement, or meet with the Employer's current, former, or prospective customers for purposes of offering or accepting goods or services similar to or competitive with those offered by the Employer.

D) Non-Disparagement.

The Employee agrees and covenants that the Employee will not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Employer or its businesses, or any of its employees, officers, and existing and prospective customers, suppliers, investors, and other associated third parties.

E) Additional Terms and Conditions.

- 1) **Acknowledgment.** The Employee acknowledges and agrees that the Employee's services to be rendered to the Employer are of a special and unique character; that the Employee will obtain knowledge and skill relevant to the Employer's industry, methods of doing business, and marketing strategies by virtue of the Employee's employment; and that the restrictive covenants and other terms and conditions of this Agreement are reasonable and reasonably necessary to protect the legitimate business interests of the Employer.
- 2) The Employee further acknowledges that the amount of the Employee's compensation reflects, in part, the Employee's obligations and the Employer's rights under this Agreement; that the Employee has no expectation of any additional compensation, royalties, or other payment of any kind not otherwise referenced herein in connection herewith; and that the Employee will not be subject to undue hardship by reason of the Employee's full compliance with the terms and conditions of this Agreement or the Employer's enforcement thereof; and that this Agreement is not a contract of employment and shall not be construed as a commitment by either of the Parties to continue an employment relationship for any certain period of time.
- 3) **Nothing in this Agreement shall be construed to in any way terminate, supersede, undermine, or otherwise modify the "at-will" status of the employment relationship between the Employer and the Employee, pursuant to which either the Employer or the Employee may terminate the employment relationship at any time, with or without cause, and with or without notice.**
- 4) **Remedies.** In the event of a breach or threatened breach by the Employee of any of the provisions of this Agreement, the Employee hereby consents and agrees that the Employer shall be entitled to, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.
- 5) **Assignment by the Employer.** To the extent permitted by state law, the Employer may assign this Agreement to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Employer. This Agreement shall inure to the benefit of the Employer and permitted successors and assigns.
- 6) **No Assignment by the Employee.** The Employee may not assign this Agreement or any part hereof. Any purported assignment by the Employee shall be null and void from the initial date of purported assignment.
- 7) **Governing Law: Jurisdiction and Venue.** This Agreement, for all purposes, shall be construed in accordance with the laws of Kansas without regard to conflicts-of-law principles. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in any state court located in the State of Kansas, County of Sedgwick. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.
- 8) **Entire Agreement.** Unless specifically provided herein, this Agreement contains all the understandings and representations between the Employee and the Employer pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 9) **Modification and Waiver.** No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Employee and by the owner of the Employer. No waiver by either of the Parties of any breach by the other party hereto of any condition or provision of this Agreement to be

Appendix B

performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the Parties in exercising any right, power, or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

- 10) **Severability.** Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding on the Parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement.
- 11) **Tolling.** If the Employee violates any of the terms of the restrictive covenant obligations articulated herein, the obligation at issue will run from the first date on which the Employee ceases to be in violation of such obligation.
- 12) **Attorneys' Fees.** If the Employee breaches any of the terms of the restrictive covenant obligations articulated herein, the Employee will be responsible for payment of all reasonable attorneys' fees and costs that Employer incurred in the course of enforcing the terms of the Agreement.
- 13) **Notice.** If and when Employee's employment with Employer terminates, whether voluntarily or involuntarily, Employee agrees to provide to any subsequent employer a copy of this Agreement. In addition, Employee authorizes Employer to provide a copy of this Agreement to third parties, including but not limited to, Employee's subsequent, anticipated, or possible future employer.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date above.

Employee Name: _____ Date: _____

Employee Signature: _____

ServicExperts, Inc.
Owner: _____ Date: _____

Owner Signature: _____