



IMC NON-COMPETE AGREEMENT

1. Purpose

This Non-Compete Agreement ("Agreement"), (Date)_____, shall constitute prohibiting a party from sharing certain confidential and proprietary information and trade secrets ("Confidential Information") relating to the business of **Industrial Maintenance Contracting LLC**, with a mailing address of 14675 Hwy 70 N, Monterey, Tennessee, 38574 ("Non-Compete Holder (IMC LLC)") and _____ ("Recipient") and collectively the Non-Compete Holder and Recipient shall be referred to as the "Parties", hereinafter agree to the following: Anywhere the forementioned Industrial Maintenance Contracting LLC or Non-Compete Holder has been mentioned in this Non-Compete can be abbreviated as (IMC LLC) and used to name Industrial Maintenance Contracting LLC or the Non-Compete Holder.

Recipient shall strictly maintain the confidentiality of the Proprietary Information. Proprietary information may be shared between the Parties for use in scoping, estimating, and completing projects as well as for the everyday business practices for the Non-Compete Holder (IMC LLC) and its clients/customers.

2. Non-Compete/Disclosure

During the Time Period mentioned in Section 3 herein, the Recipient is strictly prohibited and shall not:

-Provide the same or similar industry products, services, or engage in any other way a representation of any other business of a similar nature to the business of the Non-Compete Holder (IMC LLC) without written consent. It is understood that the Recipient will be representing the Non-Compete Holder (IMC LLC) exclusively during their tenure unless written notice has been provided from either of the Parties.

-Directly or indirectly engage in any similar business practice of the Non-Compete Holder (IMC LLC) while being in contact with the Non-Compete Holder's (IMC LLC) current or former clients. Nor shall the Recipient solicit any client of the Non-Compete Holder (IMC LLC) for the benefit of a third party that is engaged in a similar business to that of the Non-Compete Holder (IMC LLC).

-Engage in business activity, whether paid or non-paid, with a competitor of the Non-Compete Holder (IMC LLC) that provides a similar product or service.

-Engage in business activity, whether paid or non-paid, with the following business(es) or individual(s): As a NDA will be in place, any competitor will be in direct violation of not only this Non-Compete agreement but also the NDA which was signed during the onboarding process.

-Hire, work alongside, or partner with any current employees, sales staff, or former employees or sales staff of Non-Compete Holder.

3. Time Period

Testing Test warrants and guarantees that this Agreement, including all its non-compete limitations, shall be for the following duration:

Start: The non-compete period shall start on the event of: Onboarding with IMC

End: The non-compete period shall end after 1 year(s) after parties' employment has ended with Industrial Maintenance Contracting LLC.

("Time Period")

4. Purchase Option

The Non-Compete Holder (IMC LLC) shall allow the Recipient to void this Agreement at any time and release all liability in connection with this Agreement by payment to the Non-Compete Holder (IMC LLC) in the amount of \$125,000.00 (US Dollars). IMC LLC and only IMC LLC can arrange other remedies for voiding this contract with reasonable cause, if need be, after covered employment is terminated. This decision only lies with IMC LLC. If IMC LLC feels there is no need for early

termination of this contract, then it will have to legally run its course as stated under section 3. Line 4
“End: The non-compete period shall end after: 1 year(s) after parties’ employment has ended with
Industrial Maintenance Contracting LLC.

5. Jurisdiction

The jurisdiction of this Agreement shall cover the areas of a 200 miles radius of any project whether contracted or quoting, affiliated with the Non-Compete Holder (IMC LLC) in any shape, form or nature or any of Industrial Maintenance Contracting LLC’s Clients, Employees, Contracted or Subcontracted companies or individuals working with or under Industrial Maintenance Contracting LLC.

6. Confidential Information

As used herein “Confidential Information” shall mean any and all technical and non-technical information provided by the Non-Compete Holder (IMC LLC), including but not limited to: data or other proprietary information relating to products, inventions, plans, methods, processes, know-how, developmental or experimental work, computer programs, databases, authorship, customer lists (including the names, buying habits or practices of any clients), the names of vendors or suppliers, marketing methods, reports, analyses, business plans, financial information, statistical information, or any other subject matter pertaining to any business of the Non-Compete Holder (IMC LLC) or any it’s respective clients, consultants, or licensees that is disclosed to the Recipient under the terms of this Agreement.

7. Permitted Disclosure

Confidential Information does not include information which:

Has become generally known to the public through no wrongful act by the Recipient,

Has been rightfully received by Recipient from a third party without restriction on disclosure and without breach of an obligation of confidentiality running either directly or indirectly to the Recipient,

Has been approved for release to the general public by written authorization of the Non-Compete Holder (IMC LLC) (Industrial Maintenance Contracting LLC),

Has been disclosed pursuant to the requirement of a governmental agency or a court of law without similar restrictions or other protections against public disclosure; or,

Has been independently developed by the Recipient without use, directly or indirectly of the Non-Compete Holder's (IMC LLC) Confidential Information.

8. Confidentiality

Recipient acknowledges that it will have access to the Non-Compete Holder's (IMC LLC) Confidential Information and agrees that it shall not directly or indirectly divulge, disclose or communicate any of the Confidential Information to any third party, except as may be required in the course of any formal business association or dealings with the Non-Compete Holder (IMC LLC) and in any event, only with the prior written approval of the Non-Compete Holder (IMC LLC). The Recipient acknowledges that no license of the Confidential Information, by implication or otherwise, is granted to the Recipient by reason of this Agreement. Additionally, the Recipient acknowledges that it may only use the Confidential Information in connection with its business dealings with the Non-Compete Holder (IMC LLC) and for no other purpose without the prior written consent of the Non-Compete Holder (IMC LLC). The Recipient further agrees that all Confidential Information, including without limitation any documents, files, reports, notebooks, samples, lists, correspondence, software, or other written or graphic records provided by the Non-Compete Holder (IMC LLC) or produced using the Non-Compete Holder's (IMC LLC) Confidential Information, will be held strictly confidential and returned upon request to the Non-Compete Holder (IMC LLC). The term of this Agreement will be ongoing as long as the Parties are working together in any formal capacity. The conditions of this Agreement shall survive the termination of this Agreement.

9. Consultants and Employees Bound

Recipient agrees to disclose the Confidential Information to any agents, affiliates, directors, officers or any other employees (collectively, the "Employees") solely on a need-to-know basis and represents that such Employees have signed appropriate non-compete agreements or taken appropriate measures imposing on such Employees a duty to third parties (1) to hold any third party proprietary information received by such Employees in the strictest confidence, (2) not to disclose such third party Confidential Information to any other third party, and (3) not to use such Confidential Information for the benefit of anyone other than to whom it belongs, without the prior express written authorization of the Non-Compete Holder (IMC LLC).

10. Return of Materials

Upon termination or expiration of the Agreement, or upon written request of the Non-Compete Holder (IMC LLC), the Recipient shall promptly return to the Non-Compete Holder (IMC LLC) all documents and other tangible materials representing the Non-Compete Holder's (IMC LLC) Confidential Information and all copies thereof. The Non-Compete Holder (IMC LLC) shall notify immediately the Recipient upon discovery of any loss or unauthorized disclosure of the Confidential Information.

11. Remedies

Should the Recipient breach any of the provisions of this Agreement by unauthorized use, or by disclosure of the Confidential Information to any unauthorized third party to the Non-Compete Holder's (IMC LLC) detriment or damage, the Recipient agrees to reimburse the Non-Compete Holder (IMC LLC) for any loss or expense incurred by the Non-Compete Holder (IMC LLC) as a result of such use or unauthorized disclosure or attempted disclosure, including without limitation court costs and reasonable attorney's fees incurred by the Non-Compete Holder (IMC LLC) in enforcing the provisions hereof. Recipient further agrees that any unauthorized use of or disclosure of the Confidential Information will result in irreparable damage to the Non-Compete Holder (IMC LLC) and that the Non-Compete Holder (IMC LLC) shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or preliminary injunction against such unauthorized use or disclosure by the Recipient without the need to post a bond. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or equity.

12. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without reference to its conflicts of laws principles. Any disputes arising from or related to the subject matter of this Agreement shall be heard in a court of appropriate jurisdiction of the Non-Compete Holder's (IMC LLC) principal office and the parties hereby consent to the personal jurisdiction and venue of these courts. If any provisions of this Agreement or its applications are held to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of any other provisions and applications herein shall not in any way be affected or impaired.

13. Entire Agreement

This Agreement represents the entire agreement of the parties and may only be modified by signature by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have agreed and signed this Agreement on the undersigned date.

Industrial Maintenance Contracting LLC Legal Representative / CEO /Owner

Dennis Manning jrmanning@industrialmco.com

Non-Compete Holder's Signature: *Dennis L Manning Jr*



Print Name: Industrial Maintenance Contracting LLC

Recipient's Signature: _____

Print Name: _____