# Non-Compete and Non-Disclosure Agreement

This Non-Compete and Non-Disclosure Agreement ("**Agreement**") is entered into by and between FULLER PILE, LLC., a South Carolina Corporation, with its principal place of business located at 1253 Camp Buddy Road, Ridgeville, SC 29472 (the "**Discloser**"), and _____[NAME], a _____ [TYPE OF ENTITY] organized under the laws of _____[STATE] and having a principal place of business at _____[ADDRESS] (the "**Recipient**") (the Discloser and the Recipient are collectively referred to as the "**Parties**"), as of _____[DATE] (the "**Effective Date**").

In consideration of the disclosure of Discloser's Confidential Information to the Recipient, which the Recipient acknowledges to be good and valuable consideration for the Recipient's obligations hereunder, the Discloser and the Recipient hereby agree as follows:

1. Confidential Information. The Recipient understands and acknowledges that the Recipient will have access to and receive Confidential Information, as defined below.

(a) Confidential Information Defined.

For purposes of this Agreement, "**Confidential Information**" includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic, or any other form or medium, relating directly or indirectly to: construction piling design and installation; foundation design, construction, installation, and repair; costs, scheduling, and logistics of projects; calculations and measurements of piling and foundation performance and reports thereof; customer information; inventions whether patentable or unpatentable; and other trade secrets of the Discloser, or of any other person or entity that has entrusted information to the Discloser in confidence.

Confidential Information shall not include information that is generally available to and known by the public at the time of disclosure to the Recipient, provided that the disclosure is through no direct or indirect fault of the Recipient or person(s) acting on the Recipient's behalf.

(b) Disclosure and Use Restrictions.

The Recipient agrees and covenants: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever not having a need to know and authority to know and use the Confidential Information except as required in the performance of the Recipient's authorized duties to the Discloser or with the prior written consent of the Discloser in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent); and (iii) not to

access or use any Confidential Information, and not to copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the premises or control of the Discloser, except as required in the performance of the Recipient's authorized duties to the Discloser or with the prior written consent of the Discloser in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent).

The Recipient understands and acknowledges that the Recipient's obligations under this Agreement regarding any particular Confidential Information begins immediately when the Recipient first has or had access to the Confidential Information and shall continue during and after the Recipient's business relationship with the Discloser until the time that the Confidential Information has become public knowledge other than as a result of the Recipient's breach of this Agreement or breach by those acting in concert with the Recipient or on the Recipient's behalf. The Recipient's obligations under this Agreement terminate as to Confidential Information that is not a trade secret at the end of the Restricted Period defined herein. The Recipient's obligations as to Confidential Information that is a trade secret do not terminate for so long as the Confidential Information remains a trade secret as defined in SC Code Ann. § 39-8-20(5).

(c) Notice of Immunity Under the Defend Trade Secrets Act of 2016 ("DTSA"). Notwithstanding any other provision of this Agreement:

(i) The Recipient will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that:

(A) is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or

(B) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(ii) If the Recipient files a lawsuit for retaliation by the Discloser for reporting a suspected violation of law, the Recipient may disclose the Discloser's trade secrets to the Recipient's attorney and use the trade secret information in the court proceeding if the Recipient:

(A) files any document containing the trade secret under seal; and

(B) does not disclose the trade secret, except pursuant to court order.

(d) Other Permitted Disclosures. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or

regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Recipient shall promptly provide written notice of any such order to the Discloser.

2. Restrictive Covenants.

(a) Acknowledgment.

The Recipient understands that the nature of Recipient's position gives the Recipient access to and knowledge of Confidential Information and places the Recipient in a position of trust and confidence with the Discloser.

The Recipient further understands and acknowledges that the Discloser's ability to reserve these for the exclusive knowledge and use of the Discloser is of great competitive importance and commercial value to the Discloser, and that improper use or disclosure by the Recipient is likely to result in unfair or unlawful competitive activity.

(b) Non-Competition.

Because of Discloser's legitimate business interest as described in this Agreement and the good and valuable consideration offered to the Recipient, the receipt and sufficiency of which is acknowledged, during the term of Recipient's business relationship with Discloser and for the **TWO YEARS** thereafter, to run consecutively, beginning on the last day of the Recipient's business relationship with the Discloser, whether terminated for any reason or no reason, by the Recipient or the Discloser, (the "**Restricted Period**"), the Recipient agrees and covenants not to engage in Prohibited Activity within Berkeley, Charleston, and Dorchester Counties of South Carolina ("**Restricted Territory**").

For purposes of this non-compete clause, "**Prohibited Activity**" is activity in which the Recipient contributes the Recipient's knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, contractor, agent, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business as the Discloser , including those engaged in the business of **designing, installing, and/or repairing construction piles and/or foundations** within the Restricted Territory. Prohibited Activity also includes activity that may require or inevitably require disclosure of trade secrets, proprietary information, or Confidential Information.

The Discloser regards as its primary, but not exclusive, competitors the following businesses, entities, or individuals:

**Christopher Travis Bedson**

**CNT Foundations LLC**.

(c) Non-Solicitation of Employees.

The Recipient understands and acknowledges that the Discloser has expended and continues to expend significant time and expense in recruiting and training its employees and that the loss of employees would cause significant and irreparable harm to the Discloser. The Recipient agrees and covenants not to directly or indirectly solicit, hire, recruit, or attempt to solicit, hire, or recruit, any employee of the Discloser or any individual who has been employed by the Discloser in the twelve months preceding the last day of Recipient's business relationship with Discloser (collectively, "**Covered Employee**"), or induce the termination of employment of any Covered Employee during the Restricted Period.

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, Twitter, and any other social media platform, whether or not in existence at the time of entering into this Agreement.

3. Non-Disparagement. The Recipient agrees and covenants that the Recipient 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 Discloser or its businesses, or any of its employees, officers, and existing and prospective customers, suppliers, investors, and other associated third parties.

4. Acknowledgment. The Recipient acknowledges and agrees that: (i) the Recipient's services to be rendered to the Discloser are of a special and unique character; (ii) that the Recipient will obtain knowledge and skill relevant to the Discloser's industry, methods of doing business, and marketing strategies by virtue of the Recipient's employment; (iii) 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 Discloser; (iv) that the Recipient will be reasonably able to earn a living without violating the terms of this Agreement; and (v) that the Recipient has the right to consult with counsel before signing this Agreement.

The Recipient further acknowledges that: (i) the amount of the Recipient's compensation reflects, in part, the Recipient's obligations and the Discloser's rights under this Agreement; (ii) the Recipient has no expectation of any additional compensation, royalties, or other payment of any kind not otherwise referenced herein in connection herewith; (iii) the Recipient will not be subject to undue hardship by reason of the Recipient's full compliance with the terms and conditions of this Agreement or the Discloser's enforcement thereof; and (iv) this

Agreement is not a contract of employment and shall not be construed as a commitment by either Party to continue an employment relationship for any certain period of time.

5. Remedies. In the event of a breach or threatened breach by the Recipient of any of the provisions of this Agreement, the Recipient hereby consents and agrees that money damages would not afford an adequate remedy and that Discloser shall be entitled to seek 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, and without the necessity of posting any bond or other security. Any equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available relief.

6. Warranty. Recipient represents and warrants that the Recipient is not a party to any non-compete restrictive covenant or related contractual limitation that would interfere with or hinder the Recipient's ability to undertake the obligations and expectations of its business relationship with the Discloser.

7. Choice of Law and Forum Selection. This Agreement is governed by, and construed in accordance with, the laws of the State of South Carolina, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the laws of any jurisdiction other than the State of South Carolina to apply. Any action or proceeding by either Party to enforce this Agreement shall be brought only in any state or federal court located in the state of South Carolina, serving the county of Dorchester. The Parties hereby irrevocably submit to the non-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 Recipient and the Discloser 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. In the event of any inconsistency between the statements in the body of this Agreement and any previously written signed agreement between the Parties, the provisions of this Agreement shall control.

9. 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, that 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 modification to become a part of and treated as though originally set forth in this Agreement.

[SIGNATURE PAGE FOLLOWS.]

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

FULLER PILE, LLC

By:_____

Name: _____

Title: _____

RECIPIENT

By:_____

Name: _____

Title:_____