



EMPLOYMENT AGREEMENT

THIS AGREEMENT is made on this _____ day of _____, 20____, by and between Nextech Service Company (hereinafter “Company”) and _____, (hereinafter “Employee”).

WHEREAS, the Company is in the business of HVACR repair and change out, and as such devotes both time and money educating and teaching employees certain techniques, trade secrets and sharing other confidential information set forth below in Paragraph 2b, all of which allow the Company to uniquely serve its clients, including but not limited to, maintaining and servicing of HVAC systems.

WHEREAS, the Employee acknowledges the proprietary nature of the instruction shared by the Company and wishes to obtain the training necessary to perform such services on behalf of the Company;

NOW THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Extent of Services**

Employee shall devote full time, attention and energies to the business of Company during normal business hours. Employees shall not, during the term of this Agreement, (i) perform any service that is provided by the Company for economic consideration except in the course of Employee’s employment with Company, or (ii) be engaged in any other business activity, whether or not such business activity is pursued for monetary gain or profit.

2. **Disclosure of Information**

- (a) Employee acknowledges that Employee shall be making use of, acquiring or adding to Confidential Information maintained by Company for its exclusive use (as defined in Paragraph 2(b) below). Employee recognizes and acknowledges that Company’s Confidential Information represents valuable, special and unique assets of Company’s business, access to and knowledge of which are essential to the duties of Employee hereunder. Employee will not, during the period of employment under this agreement of for a period of two (2) years after the period of employment, in whole or in part, disclose Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever without Company’s written consent, nor shall Employee make use of any such Confidential Information for Employee’s own purposes or for the benefit of any person, firm, corporation or other entity under any circumstances, during the period of employment under this Agreement or for a period of two (2) years after period of employment.
- (b) For purposes of this Agreement, “Confidential Information” shall mean all information and material relating to Company, its Clients, its suppliers, or others with whom it does business of or to which Employee may obtain knowledge or access through or as a result of Employee’s relationship with Company or access to Company’s premises, products, or clients, including, without limitation, information and material that (i) is proprietary to Company, (ii) is designated as Confidential Information by Company, or (iii) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, or by other persons who can obtain economic value from its disclosure or use. Confidential information includes, but is not

limited to, the following types of information and other information of a similar nature (whether or not reduced to writing); trade secret information, discoveries, ideas, concepts, software in various stages of development, techniques, models, data, documentation, diagrams, flow charts, research, development, processes, procedures, "know-how", marketing techniques and materials, marketing and development plans, development plans, price lists, pricing policies, names, addresses and telephone numbers of all Clients of Company, information and records concerning Client assets, debts, purchases, sales, financial data. Employee and Company also agree that, although some or all of the above information may be listed in telephone or other public directories, the difficulty of compiling and obtaining a select list of Clients of Company's financial products and services warrants its confidentiality. Confidential Information also includes any information described above which Company obtains from another party, and which Company treats as proprietary or designates as Confidential Information, whether or not owned or developed by Company.

- (c) For purposes of the Paragraph 2, the phrase "Company" shall include Company and its affiliates.
- (d) For purposes of this Agreement, "Client" shall include all of the Company's existing customers, as well as, all actively sought prospective customers of the Company.

3. **Non-Solicitation**

Notwithstanding the provisions of paragraph 2(a)-(d), during the period of employment and for a period of two (2) years following the termination of the Employee's employment with the Company, whether voluntary, involuntary, or for any reason, Employee will not directly or indirectly:

- (a) call upon or accept offers, solicitations, in writing or verbally, from any of the Clients of Company or its affiliates in the operating territories of the Company, for the purpose of soliciting or providing any product or service similar to that provided by Company (except on behalf of Company); or
- (b) conclude or accept a solicitation to conclude any sale to the Clients of Company or its affiliates in the territories identified in Subparagraph 3(a) of any product or service similar to that provided by Company (except on behalf of Company); or
- (c) disrupt, damage, impair or interfere with the business of Company or its affiliates, whether by way of interfering, soliciting or accepting solicitations, or agreeing to have contact with employees, agents, representatives or vendors or otherwise; or
- (d) influence or attempt to influence any of the Clients, vendors, independent contractors or agents of Company to stop doing business with Company, whether initiated by Employee or initiated by a Client, vendor or independent contractor; or
- (e) hire, solicit, recruit, or in any manner attempt to influence or induce any employee or agent of Company or its affiliate to leave Company or its affiliates; whether initiated by Employee or initiated by a Client, vendor or independent contractor; or
- (f) engage in any conduct or activity that would adversely affect the reputation or standing of Company or its affiliates.

4. **Injunctive Relief**

(a) Employee agrees that:

1. Any violation of the provisions of Sections 1, 2, or 3 above of this Agreement will result in damage to Company for which Company has no adequate remedy at law; and
2. Company has the specific right to enforce such provisions; and
3. Company has the right to obtain injunctive relief to prevent or restrain Employee from breaching such provisions or to enforce such provisions.

(b) In addition to the foregoing provisions of this Section 4 and any other remedies that may be available at law or in equity, in the event of a breach by Employee of the covenants set forth in Section 3 paragraphs (a) through (f), or under Section 3 paragraphs (a) through (d), to liquidated damages in an amount equal to the gross revenue of Company in the 12 months preceding the date of such breach by Employee.

(c) Any amount owed or payable to Employee at or after termination of Employee's employment, whether voluntary, involuntary or otherwise, by Company shall, at Company's option, be offset by any amounts owing to Company pursuant to Section 4.

5. **Fees and Expenses**

In the event of any dispute between the parties hereto with respect to any of the terms or provisions of this Agreement, the non-prevailing party shall pay or reimburse the prevailing party for all reasonable attorney's fees, costs and expenses incurred.

6. **Breach, Waiver of Breach**

- (a) The waiver by Company of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of any subsequent breach by Employee.
- (b) Any breach of the Agreement shall automatically toll and suspend the period of restraint for amount of time that the violation continues, provided Company seeks enforcement promptly after discovery.

7. **Law to Govern**

This Agreement shall be considered as entered into and governed by and construed and enforced in accordance with the laws of the State of Florida and Employee consents to venue in Brevard County, Florida.

8. **Amendment**

No amendment, modification or waiver of this Agreement of any of its provisions shall be binding upon either party, unless made in writing and signed by all parties.

9. **Validity**

In the event that a court of competent jurisdiction determines that any of the covenants set forth in this Agreement are invalid or unenforceable for any reason, such court shall amend the provision to the extent as is necessary to make the provision valid and enforceable (for example, by reducing the duration or geographic scope of the non-competition covenant), it being the intention of the parties that such provision be enforced to the maximum extent permitted by law.

10. **Prior Understandings Superseded**

This Agreement supersedes all prior agreements and understandings, oral and written, of the parties hereto with respect to the employment of Employee by Company.

o/b/o Nextech Service Company

Title

Employee Signature

Employee Name – Please Print

Date