

NON-COMPETITION AND CONFIDENTIALTY AGREEMENT

THIS NON-COMPETITION AND CONFIDENTIALITY AGREEMENT ("Agreement"), is entered into this ____ day of _____, 20__, by and between _____, whose residence address is _____ (the "Employee") and Buckeye Residential Solutions, LLC, an Ohio limited liability company with a principal address at 320 East Main St., Suite 301, Ravenna, OH 44266 (the "Company").

RECITALS:

WHEREAS, the Company provides personalized care, support and services for individuals with developmental disabilities, in home, and at Company facilities (the "Business"), and has developed, owns, or has acquired the rights for the use of certain trade secrets, confidential and proprietary information and practices related to the Business and possesses confidential information pertaining to its clients, see "Confidential Information", defined below; and

WHEREAS, Employee seeks employment with the Company in a position that has or will have access to Confidential Information related to the Business, and the Company seeks to hire Employee as an at-will employee.

NOW THEREFORE, in consideration of the foregoing premises and their mutual agreements hereinafter contained, which the Employee acknowledges to be good and valuable consideration for the Employee's obligations hereunder, the parties hereto agree as follows:

1. Covenant Not to Compete or Solicit.

(a) For purposes hereof, the "Restricted Area" shall mean any county in the State of Ohio where the Company performed services related to the Business in the twelve (12) months prior to the Employee's employment termination from the Company. Subject to Section 1(d) below, the Employee hereby covenants and agrees that during employment and for a period of one (1) year following Employee's employment termination and regardless of the reason for termination, Employee shall not directly or indirectly, for himself or herself or as an employer, employee, principal, agent, consultant, partner, stockholder (except for investments in publicly traded entities, so long as such investments do not exceed one percent (1%) of the entity's issued and outstanding voting securities), joint venturer, investor, lender or otherwise, engage in or provide any type of services that compete with the Company's Business in any manner in the Restricted Area, whether such services are performed for a Company vendor, competitor or other entity involved in the Business. The Employee further covenants and agrees that, from and after the date hereof, whether or not Employee is employed by the Company and regardless of the reason for termination, the Employee will not, and no affiliate of the Employee will, either directly, indirectly, or on behalf of others, use any Confidential Information to assist any other person or entity to compete with the Company.

(b) The Employee hereby covenants and agrees with the Company that during employment and for a period of one (1) year following his/her termination, the Employee shall not (other than pursuant to general advertisement not directed to attract one or more specific persons):

(i) solicit or entice any clients or customers of the Company to end or reduce their relationship with the Company, (ii) solicit, entice or employ any employee of the Company to become an officer, employee, agent or otherwise become affiliated with the Employee, or any affiliate of the Employee, or (iii) solicit or entice any personnel employed by the Company, contractor or vendor to terminate his or her relationship with the Company.

(c) The parties agree that the covenants set forth in Sections 1(a) and 1(b) above are reasonable and necessary to protect the Company and the Business and that damages in the event of any breach thereof may be difficult to ascertain. If the Employee, or any affiliate of the Employee, engages in any activity without receiving written approval in advance of the activity, and that violates Section 1(a) or 1(b) above, the Company may be entitled to an injunction by a competent court restraining the Employee or such affiliate from continuing such activity. Such remedy shall not be exclusive but shall be cumulative of the Company's other remedies.

(d) If a competent court determines that any provision of this Section 1 is void, illegal or unenforceable, the other provisions hereof shall remain in full force and effect and the offending provision shall be limited so that this Section 1 remains in effect to the fullest extent permitted by law. Without limiting the generality of the foregoing and notwithstanding that the parties agree that the same are reasonable, if the term or area covered by Section 1(a) above is determined to be unenforceable as written but would be enforceable if limited, it shall be deemed to be so limited so as to be enforceable to the fullest extent permitted by law.

(e) For purposes of this Agreement, an "affiliate" of Employee shall mean any other person or entity that controls, is controlled by, or that is under common control with Employee.

(f) Employee understands and agrees that any business opportunity relating to or similar to the Business coming to the attention of the Employee during the Employee's employment is an opportunity belonging to the Company. Accordingly, the Employee will advise the Company of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Company.

2. Confidential Information. "Confidential Information", as used in this Agreement, shall mean all Company and client information not in the public domain disclosed by the Company to the Employee, including, but not limited to, internal operations and processes, financial information, medical records, personal health information, advertising studies and strategies, business strategies, supply-chain strategies, pricing, billing information, employee information, business projections, mailing lists, client lists, client contracts, procedure manuals, computer software, trade secrets, patents, copyrights, trademarks, marketing plans, strategies, studies and programs, research and development, products, prototypes, processes, procedures, methods, know-how, and other information regarding the Company and/or the Business, without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important enough to warrant protection as a trade secret; Employee is hereto stipulating in all respects that the same are important, material, and confidential and gravely affect the Company's Business and its goodwill.

3. Acknowledgement. Employee hereby acknowledges and agrees that: (a) the Confidential Information is proprietary to the Company, and that any disclosure or unauthorized use

of the Confidential Information will cause irreparable harm, loss, and damage to the Company, and (b) that Employee has and/or will have knowledge of Confidential Information as a result of his/her employment.

4. Non-Disclosure of Confidential Information. Employee shall only use the Confidential Information internally in furtherance of providing services to the Company. Employee irrevocably covenants that Employee will not use or disclose, directly or indirectly, any of the Confidential Information to any third party without the prior written approval of the Company.

Notice of Immunity Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016.

Notwithstanding any other provision of this Agreement:

(a) Employee will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(b) If Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose the Company's trade secrets to the Employee's attorney and use the trade secret information in the court proceeding if the Employee: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

5. Response to Legal Process Seeking Access to Information. In the event that Employee becomes legally compelled to disclose any of the Confidential Information, Employee covenants to use its best efforts to provide the Company with prompt written notice (not less than forty-eight (48) hours) so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Company waives compliance with the provisions of this Agreement, Employee covenants to furnish only that portion of the Confidential Information which it is legally required to disclose and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

6. Injunctive Relief. The parties hereto acknowledge that a breach by Employer of any of the provisions of this Agreement would cause irreparable damage to the Company and the Business, the extent of which may be difficult to ascertain, and that the award of damages for such a breach may not be adequate relief. Consequently, Employee hereby agrees that the Company shall be entitled to injunctive relief to compel the specific performance of the covenants set forth in this Agreement. Such a remedy shall be cumulative, not exclusive, and shall be in addition to any other remedy available to the Company at law or equity including, but

not limited to, the right of the Company to obtain its attorneys' fees and other costs in enforcing this Agreement.

7. **Reasonableness of Provisions.** In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be unenforceable, it should be interpreted to extend only over the maximum limits as to which it may be enforceable.

8. **Remittance of Profits.** Employee will promptly remit to the Company the amount of any profits, which may be received by him/her or by any other person, firm, or corporation as a result of any violation of this Agreement, but this shall not be the exclusive remedy of the Company.

9. **Return of Property.** Employee agrees that, upon request of the Company, or in the event that the Employee ceases to require use of the Confidential Information, or the expiration or termination of the Employment, the Employee will turn over to the Company all documents, disks or other computer media, or other material in the possession or control of the Employee that:

(a) may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement, or

(b) is connected with or derived from the Employer's services to the Company.

10. **Representations and Warranties of Employee.** Employee represents and warrants to the Company that:

(a) Employee is free to enter into this Agreement and is not subject to any restrictive covenant or other contractual obligation that prevents Employee from being employed by or otherwise providing the services to the Company. Employee hereby indemnifies and holds harmless the Company and each of its members, officers, directors, employees and agents, from and against any liability, claims, suits or actions arising out of the representations (or any omission or error thereof) required by this representation; and

(b) Employee fully understands his/her obligations under this Agreement, and his/her experience and capabilities are such that the obligations of this Agreement will not prevent him/her from earning a livelihood upon the termination for any reason of his/her relationship with the Company.

11. **Miscellaneous.**

(a) **Waiver of Breach.** The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party to this Agreement.

(b) **Assignment; Binding Effect; Prior Agreements.** The Company may assign this Agreement without the consent of the Employee. The Employee may not assign this Agreement without the written consent of the Company. This Agreement shall be binding upon and shall

inure to the benefit of the parties to this Agreement and their respective heirs, personal representatives, successors, and permitted assigns. This Agreement, including all documents expressly referred to herein, is the final, complete and entire agreement between the parties and supersedes any and all prior or contemporaneous agreements, communications or representations between the parties, either oral or in writing, related to the subject matter of this Agreement.

(c) Amendments. No amendment or variation of the terms and conditions of this Agreement shall be valid unless the same is in writing and signed by all the parties to this Agreement.

(d) Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be deemed to have been duly given immediately if personally delivered or sent by facsimile (provided that if sent by facsimile, a counterpart is also sent by certified mail as herein provided); one (1) day after being sent by an overnight express service such as Federal Express, fee prepaid; or three (3) days after being mailed by certified first class mail, return receipt requested, postage prepaid, and in each case addressed:

If to the Employee, to:

If to the Employer, to:

Buckeye Residential Solutions, LLC
c/o Matt Ferrell, President
320 East Main St., Suite 301
Ravenna, OH 44266

Either party may change the above addresses and facsimiles by written notice to the other party given in accordance with the foregoing Notice provision.

(e) Headings. The section headings contained in this Agreement are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement.

(f) Severability. Subject to Sections 1(d) and 7 of this Agreement, in case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement (unless it otherwise fails of its essential purposes) shall be construed as if such invalid, illegal or unenforceable provision had never been a part of this Agreement.

(g) Governing Law, Jurisdiction and Forum. This Agreement shall be construed and enforced solely pursuant to the laws of the State of Ohio, without giving effect to the principles of conflicts of laws thereof. The parties agree that this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Portage County, Ohio. The parties agree that the foregoing governing law, jurisdiction and forum selections are not overly

onerous or burdensome to either party.

(h) Continuation of Obligations. Employee's obligations under this Agreement and the Company's rights with respect thereto will survive any termination of this Agreement.

(i) Cost of Litigation. In the event of any breach of this Agreement by the Employee or any of his/her affiliates, the Employee shall, in addition to the Company's other remedies herein, pay to the Company its costs (including reasonable attorney fees actually incurred) incurred in enforcing this Agreement.

(j) Counterpart Execution. This Agreement may be executed in any number of counterparts and by facsimile with the same effect as if all of the parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

(k) Employment At-Will. Employee acknowledges that this Agreement shall not create a contract for employment and Employee remains an at-will employee of the Company.

INTENDING TO BE LEGALLY BOUND, the parties hereto do execute the Agreement as of the date first above written.

EMPLOYEE:

Signature

Print Name

Date

COMPANY:

BUCKEYE RESIDENTIAL SOLUTIONS, LLC

By: _____
Matt Ferrell, President

ABUSER REGISTRY ANNUAL NOTICE

The Ohio Department of Developmental Disabilities (“Department”) maintains an Abuser Registry which is a list of employees who the Department has determined have committed one of the Registry offenses listed below. If your name is placed on the Registry you are barred from employment as a Developmental Disabilities employee in the state of Ohio. Because other state agencies require employers to check the Abuser Registry, placement on the Registry also prohibits you from being employed (1) by a Medicaid agency, being an owner (5 percent or more) of an agency or having a Medicaid Provider Agreement as a non-agency provider; (2) in a position to provide Ombudsman services or direct care services to anyone enrolled in a program administered by the Ohio Department of Aging; and (3) by a home health agency in a direct care position and may prevent you from being hired in a nursing home or residential care facility in a direct care position.

After 1 year, the person may petition the Department for removal of their name from the Registry. If the petition is denied, the name remains on the Registry.

The name of any “Developmental Disabilities (DD) employee” may be placed on the Registry. DD employee includes any Department employee, any employee of a county board of DD, an independent provider under Ohio Revised Code section 5123.16, and any employee providing specialized services to an individual with developmental disabilities. A specialized service is a program or service designed to primarily serve individuals with developmental disabilities including services by an entity licensed or certified by the Department.

Abuser Registry Offenses:

- **Physical Abuse** - the use of any physical force that could reasonably be expected to result in physical harm.
- **Sexual Abuse** - unlawful sexual conduct (unprivileged intercourse or other sexual penetration) and unlawful sexual contact (unprivileged touching of another’s erogenous zone).
- **Verbal Abuse** - purposely using words to threaten, coerce, intimidate, harass or humiliate an individual.
- **Prohibited Sexual Relations**- Consensual touching of an erogenous zone for sexual gratification and the individual is in the employee’s care and the individual is not the employee’s spouse.
- **Neglect** - when there is a duty to do so, failing to provide an individual with any treatment, care, goods or services necessary to maintain the health or safety of the individual.
- **Misappropriation (Theft)** - obtaining the property of an individual or individuals, without consent, with a combined value of at least \$100. Theft of the individual’s prescribed medication, check, credit card, ATM card and the like are also Registry offenses.
- **Failure to Report Abuse, Neglect or Misappropriation** - the employee unreasonably does not report abuse, neglect or misappropriation of the property of an individual with developmental disabilities, or the substantial risk to such an individual of abuse, neglect or misappropriation, when the employee should know that their non-reporting will result in a substantial risk of harm to such individual.
- **Conviction or plea of guilty to:** Offense of Violence - R. C. 2901.01, including convictions for the offense of Assault, Menacing, Domestic Violence or Attempting to commit any offense of violence; Sexual Offenses - R. C. Chapter 2907; Theft Offenses - R. C. Chapter 2913; Failing to provide for a functionally impaired person – R.C. 2903.16; Patient Abuse or Neglect - R.C. 2903.34; Patient Endangerment - 2903.341; and/or Endangering Children - 2919.22.

More information is available on the Department’s website under the Health and Safety tab.

The Registry website is at: https://its.prodapps.dodd.ohio.gov/ABR_Default.aspx.

Please call the Department at 614-995-3810 with any questions regarding the Registry.