

# Non-Disparagement Employment Agreement

This Employment Contract ("Contract") is made effective as of July 24, 2024, by and between Phillips Telecom & Construction LLC ("Employer"), of PO BOX 142, Greys Knob, Kentucky, 40829 and \_\_\_\_\_ ("Employee"), of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

(a) The Employer is engaged in the business of Telecom and residential construction. The Employee will primarily perform the job duties at the following location: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_.

(b) The Employer desires to have the services of the Employee.

Therefore, the parties agree as follows:

**Employment.** The Employer shall employ the Employee as a(n) \_\_\_\_\_. The Employee shall provide to the Employer duties as needed. The Employee accepts and agrees to such employment, and agrees to be subject to the general supervision, advice, and direction of the Employer and the Employer's supervisory personnel.

**Best Efforts of Employee.** The Employee agrees to perform faithfully, industriously, and to the best of the Employee's ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Contract, to the reasonable satisfaction of the Employer. Such duties shall be provided at such place (s) as the needs, business, or opportunities of the Employer may require from time to time.

**Non-Disparagement.** During the employment with the Employer, the Employee agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the Employer, its employees, directors, and officers. The parties acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board or directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), and clients. The parties understand and agree that this Paragraph is a material provision of this Contract and that any breach of this Paragraph shall be a material breach of this Contract, and that each party would be irreparably harmed by violation of this provision.

**Injunctive Relief.** The Employee understands that, in the event the Employee breaches this Contract, the Employer may suffer irreparable harm and will, therefore, be entitled to injunctive relief without the posting of a bond or other guarantee, to enforce this Contract. This provision is not a waiver of any other rights which the Employer may have under this Contract, including the right to recover attorneys' fees and costs to cover the expenses it incurs in seeking to enforce this Contract, as well as to any other remedies available to it, including money damages.

**Compensation.** As compensation for the services provided by the Employee under this Contract, the Employer will pay the Employee \$\_\_\_\_\_ per \_\_\_\_\_. This amount shall be paid in accordance with the Employer's usual payroll procedures and subject to applicable federal, state, and local withholding. Upon termination of this Contract, payments under this Paragraph shall cease; provided, however, that the Employee shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which the Employee has not yet been paid, and for any commission earned in accordance with the Employer's customary procedures, if applicable. This section of the Contract is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.

**Expense Reimbursement.** The Employer will reimburse the Employee for the following "out-of-pocket" expenses in accordance with the Employer policies in effect from time to time:

- Project out of pocket expenses

**Recommendations for Improving Operations.** The Employee shall provide the Employer with all information, suggestions, and recommendations regarding the Employer's business, of which the Employee has knowledge, that will be of benefit to the Employer.

**Confidentiality.** The Employee recognizes that the Employer has and will have information regarding the following:

- Inventions
- Products
- Product design
- Processes
- Technical matters
- Trade secrets
- Copyrights
- Customer lists
- Prices
- Costs
- Discounts
- Business affairs
- Future plans

and other vital information items (collectively, "Information") which are valuable, special, and unique assets of the Employer. The Employee agrees that the Employee will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any items of Information to any third party without the prior written consent of the Employer. The Employee will protect the Information and treat it as strictly confidential. A violation by the Employee of this Paragraph shall be a material violation of this Contract and will justify legal and/or equitable relief.

This Contract is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

**Unauthorized Disclosure of Information.** If it appears that the Employee has disclosed (or has threatened to disclose) items of Information in violation of this Contract, the Employer shall be entitled to an injunction to restrain the Employee from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has, or may have been disclosed. The Employer shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**Confidentiality After Termination of Employment.** The confidentiality provisions of this Contract shall remain in full force and effect for a period of Two years after the voluntary or involuntary termination of the Employee's employment. During such period, neither party shall make or permit the making of any public announcement or statement of any kind that the Employee was formerly employed by, or connected with the Employer.

**Non-Compete Agreement.** The Employee recognizes that the various items of Information are special and unique assets of the company and need to be protected from improper disclosure. In consideration of the disclosure of the Information to the Employee, the Employee agrees and covenants that during his or her employment by the Employer and for a period of 6 months following the termination of the Employee's

employment, whether such termination is voluntary or involuntary, the Employee will not directly or indirectly engage in any business competitive with the Employer.

Telecommunications and residential home improvement and construction

This covenant shall apply to the geographical area that includes anywhere in the United States. Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as an owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of the Employer for the benefit of a third party that is engaged in such business. The Employee agrees that this non-compete provision will not adversely affect the Employee's livelihood.

**Employee's Inability to Enter Into Contracts on Behalf of the Employer.** The Employee shall not have the right to make any contracts or commitments for or on behalf of the Employer without first obtaining the express written consent of the Employer.

**Term.** The Employee's employment under this Contract shall be for an unspecified term on an "at-will" basis.

**Termination.** This Contract may be terminated by the Employer upon No notice written notice, and by the Employee upon 2 week written notice. If the Employee is in violation of this Contract, the Employer may terminate employment without notice and with compensation to the Employee only to the date of such termination. The compensation paid under this Contract shall be the Employee's exclusive remedy.

**Termination for Employee Disability.** The Employer shall have the option to terminate this Contract if the Employee becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. The Employer shall exercise this option by giving 6 months written notice to the Employee.

**Compliance with Employer's Rules.** The Employee agrees to comply with all of the rules and regulations of the Employer.

**Return of Employer Property.** Upon termination of this Contract, the Employee shall deliver to the Employer all property which is the Employer's property or related to the Employer's company (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.

**Notices.** All notices required or permitted under this Contract shall be in writing and shall be deemed effective when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

**The Employer:**

Phillips Telecom & Construction LLC  
Perry Phillips  
Owner  
PO BOX 142  
Greys Knob, Kentucky 40829

**The Employee:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

**Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter contained herein. No other promises, warranties, representations, agreements, or understandings, whether oral or written, exist concerning this subject matter. This Contract supersedes any previous or simultaneous oral or written promises, warranties, representations, agreements, or conditions between the parties.

**Amendment.** This Contract may be modified, amended, or supplemented only if the changes are made in writing and signed by all parties.

**Severability.** If any provision of this Contract shall be held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid, illegal, or unenforceable, but that by limiting such provision, it will become valid, legal, and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**Waiver of Contractual Rights.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**Governing Law.** This Contract shall be governed by the laws of Kentucky.

**Signatories.** This Contract shall be signed by Perry Phillips, Owner on behalf of Phillips Telecom & Construction LLC, and by \_\_\_\_\_ in an individual capacity. This Contract is effective as of the date first above written.

**The Employer:**

\_\_\_\_\_  
Perry Phillips, Owner  
Phillips Telecom & Construction LLC

\_\_\_\_\_  
Date

**The Employee:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date