



**RITZ SAFETY, LLC
NON-COMPETE AGREEMENT**

THIS AGREEMENT ("Agreement") is made on _____ 200____, by and between Ritz Safety, LLC, an Ohio Corporation ("Employer") and _____ ("Employee") under the following circumstances:

WHEREAS, Employer is engaged in the retail/wholesale distribution sales of safety equipment business throughout the state of Florida and nationally and is also engaged in the safety equipment telemarketing and mail order sales business throughout the United States ("Industry");

WHEREAS, the Industry is highly competitive;

WHEREAS, Employer has established substantial customers, special methods of doing business and valuable goodwill in the geographic areas in which it does business. Employer has also developed and maintained confidential and trade secret information regarding its customers, the routes of its employees, and the manner in which its business is operated and maintained ("Operation Methods");

WHEREAS, Employer would sustain great loss and damage in the event information regarding its Operation Methods were divulged by Employee or in the event Employee should make unauthorized contact with Employer's customers or compete with Employer either while in the employment of Employer or after such employment has been terminated;

WHEREAS, Employer and Employee agree that Employee will be given and will acquire during the course of employment, confidential information known to Employer and not to Employee concerning Employer's Operation Methods, that all this information is not readily available from other sources, and therefore must be protected;

WHEREAS, Employee desires to enter the employ of Employer under the terms and conditions set forth herein;

WHEREAS, Employer desires to assure Employee's dedication by rewarding faithful and important contributions to Employer's business and to preserve the value of such contributions by securing from Employee reasonable restrictions.

Now, THEREFORE, in consideration of the foregoing, and in further consideration of the mutual promises set forth in this Agreement, Employer and Employee agree as follows:

1. Employee Acknowledgments and Covenants.

a) Protection of Confidential Information. In performing duties for Employer, Employee regularly will be exposed to and work with trade secrets and confidential information of Employer ("Confidential Materials and Information"). Employee acknowledges that Employer has invested substantial sums in the development of these Confidential Materials and Information which include, but are not limited to: (I) Employer's Operation

Methods; (ii) Employer's existing customer information, including customer lists, contracts, prices, invoices, computer printouts, and other similar information; (iii) Employer's potential customer information, including mailing lists, prospect information, and other similar information; (iv) price lists; (v) costs; (vi) sources of secret processes; (viii) marketing plans and strategies; and (ix) any other non-public material information relating to Employer's business. While Employee is employed by Employer or at any time after termination of such employment for any reason, Employee shall not communicate or divulge to or use for the benefit of any person, firm, or corporation any of employer's Confidential Material and Information unless specifically assigned or directed by Employer to do so. The covenant in this subparagraph has no time or area restriction and it applies wherever Employee may be located.

b) Covenant Not to Compete. While Employee is employed by Employer and for a period of two (2) years after the termination of such employment for whatever reason, Employee shall not, directly or indirectly:

- 1) be employed by, consult for, engage in any Industry business for, or have an ownership interest in any competitor of Employer; and
- 2) call upon, solicit, or attempt to take away any customers or prospective customers of Employer with whom Employee became acquainted as a result of Employee's employment with Employer.

The foregoing competitive restrictions shall survive termination of this Agreement and shall be effective and enforceable for two (2) years following termination of Employee's employment.

c) Non-Solicitation of Employees. While Employee is employed by Employer and for two (2) years after such employment ends for any reason, Employee, acting either directly or indirectly, or through any other person, firm, or corporation, will not induce or attempt to induce or influence any employee of Employer to terminate employment with Employer when Employer desires to retain that person's services. The covenant in this subparagraph has no area restriction and it applies wherever Employee may be located.

d) Return of Confidential Materials, Information and Company property. Upon termination of employment, Employee agrees to immediately collect and return to Employer all original copies and photocopies of all documents containing or referring to Employer's Confidential Materials and Information as may be in Employee's possession or control with no request being required.

e) Remedies. Employee further agrees that a breach of any of the covenants set forth in this paragraph 1 will result in irreparable injury and damage to Employer for which Employer would have no adequate remedy at law, and Employee further agrees that in the event of such a breach, Employer will be entitled to an immediate restraining order and injunction to prevent such violation or continued violation, without having to prove damages, and to all costs and expenses, including its reasonable attorneys fees, in addition to any other remedies to which Employer may be entitled at law or equity.

2. Successors. This Agreement is made for the benefit of Employee and Employer and all successors in interest to Employer's business, and it will inure to the benefit of and be binding upon Employee and Employer, and all successors in interest to Employer's interest, without the necessity of express assignment or further consent.

3. Severability. If any portion of this Agreement is held to be invalid or unenforceable in any respect, Employee and Employer agree that such invalid or unenforceable part will be modified to permit the Agreement to be enforced to the maximum extent permitted by the court, with the remaining portions unaffected by the invalidity or unenforceability of any part of this Agreement.
4. Entire Agreement. This document contains the entire agreement between Employer and Employee and may not be modified orally, but only by an agreement in writing signed by both parties.
5. Governing Law. This Agreement will be interpreted, governed, and enforced according to the laws of the State of Ohio.

EMPLOYEE

RITZ SAFETY, LLC.