

## NON-COMPETE AGREEMENT

In consideration of my employment and/or continued employment with TOP POLYMER ENTERPRISE, LLC, a Georgia corporation, which shall include, for purposes of this Agreement, its parents, subsidiaries, and/or affiliates (collectively, TOP POLYMER or the "Company"), the compensation to be paid to me during the period of my employment, and for other adequate and valuable consideration, I hereby enter into this Non-Compete, Non-Solicit, Non-Disclosure and Invention Assignment Agreement (the "Agreement"):

1. **Employment.** I will perform the duties of my employment, as assigned by TOP POLYMER in a manner satisfactory to TOP POLYMER and will devote my full working time (unless otherwise specifically agreed in writing with TOP POLYMER) to such duties. I understand and acknowledge that this Agreement does not guarantee employment for any specified term nor guarantee my continued employment by TOP POLYMER and that either I or TOP POLYMER may terminate my employment at any time, for any lawful reason or for no reason, and that the termination shall be completely in the sole discretion of, and at the will of, the terminating party. I also understand and acknowledge that TOP POLYMER may increase, decrease or change my hours, assignments or other terms of my employment in its sole discretion for any lawful reason. The "at-will" nature of my employment relationship, and all provisions of this Agreement, cannot be changed except in writing signed by the CEO or President of TOP POLYMER.

2. **Consideration.** In exchange for entering into this Agreement, the Company has agreed to hire me and/or continue my employment and provide me access to confidential information, valued business relationships and goodwill and specialized training. I agree that (a) I would not be eligible for employment with the Company but for signing this Agreement, and (b) this Agreement is supported by good and valuable consideration, to which I would not otherwise be entitled.

3. **Loyal Performance; No Self-Dealing.** I agree that during the period of my employment by TOP POLYMER, I will not, without TOP POLYMER's express written consent, engage in any employment or business activity, including but not limited to, activity directly competitive with TOP POLYMER or otherwise in conflict with its business interests.

4. **Confidential Information.** I agree and acknowledge that TOP POLYMER has developed Confidential Information at great time and expense and further agrees that TOP POLYMER has provided and/or will provide and will continue to provide me with access to Confidential Information and specialized training. I covenant and agree that, except to the extent the use or disclosure of any Confidential Information is required to carry out my assigned duties with TOP POLYMER, during my employment with TOP POLYMER and thereafter: (a) I shall keep strictly confidential and not disclose to any person not employed by TOP POLYMER any Confidential Information; and (b) I shall not use for myself or for any person or entity other than TOP POLYMER any Confidential Information. However, this provision shall not preclude me from: (i) the use or disclosure of information known generally to the public (other than information known generally to the public as a result of my violation of this Section); or (ii) any disclosure required by law or court order so long as I provide TOP POLYMER immediate written notice of any potential disclosure under this subsection and fully cooperate with TOP POLYMER to lawfully prevent or limit such disclosure.

i. **"Confidential Information"** means all confidential, proprietary or business information related to TOP POLYMER's Business that is furnished to, obtained by, or created by me during my employment with TOP POLYMER and which could be used to harm or compete against TOP POLYMER. Confidential Information includes, by way of illustration, such information relating to: (a) TOP POLYMER's formulae and processes used to create products or services in the Business or calculate and negotiate prices to be charged customers; (b) Company customers, including customer lists, preferences, contact information, contractual terms, prices, and billing histories; (c) TOP POLYMER's finances, including financial statements, balance sheets, sales data, forecasts, and cost analyses; (d) TOP POLYMER's plans and projections for business opportunities for new or developing business, including marketing concepts and business plans; (e) TOP POLYMER's research and development activities, technical data, computer files, and software; (f) TOP

POLYMER's manufacturing processes, operating methods, materials and/or formulations, business processes and techniques, services, products, prices, costs, service performance, and operating results; and (g) information concerning TOP POLYMER's vendors and suppliers.

ii. TOP POLYMER's "Business" means (a) development, manufacturing, and/or sales of thermoplastic elastomer or similar or related products or services; and (b) any other business engaged in by the Company as of the last day of my employment.

iii. Notwithstanding the foregoing, nothing in this Agreement prohibits me from reporting waste, fraud, abuse and/or possible violations of law or regulation to any government agency or entity or making other disclosures that are protected under the whistleblower provisions of federal, state, or local law or regulation. Solely in connection with such reporting, I may disclose Confidential Information, in confidence, to a government official or to an attorney to address possible violations of the law; however, any disclosure of Confidential Information must be in good faith and effectuated in a manner that prevents the dissemination of Confidential Information beyond those persons necessary to make the report or filing, such as filing the Confidential Information under seal and otherwise preventing it from being publicly disclosed. While I am encouraged to bring any such possible violation to the attention of TOP POLYMER, I do not need the prior authorization of Company to make any such reports or disclosures to these entities.

iv. TOP POLYMER also reserves the right to avail itself of the remedies available under the Defend Trade Secrets Act of 2016, which remedies include injunctive relief, damages for actual loss or unjust enrichment caused by the misappropriation of TOP POLYMER's Confidential Information and/or trade secrets as defined by applicable law, and exemplary damages in an amount not more than two times the amount of actual damages. However, federal law provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

5. **Non-Compete.** I covenant and agree that, during my employment and for a period of twenty four (24) months following my last day of employment with the Company, I will not: (a) engage in any Competitive Activity (as defined below) within the Prohibited Territory (as defined below); or (b) assist anyone else in engaging in Competitive Activity within the Prohibited Territory.

i. "Competitive Activity" means competing against the Company by performing the same or substantially similar work as I performed on behalf of the Company at any time during the last twelve (12) months of employment with the Company in a Prohibited Territory for an entity engaged in the Business (as defined above). Notwithstanding the preceding, owning the stock or options to acquire stock totaling less than 5% of the outstanding shares in a public company shall not constitute, by itself, Competitive Activity.

ii. "Prohibited Territory" means: (a) each city and county (or equivalent local unit of government) where I assisted the Company to engage in the Business at any time during the last twelve (12) of my employment with the Company; and (b) any territory assigned to me by the Company at any time during the last twelve (12) months of my employment with the Company.

6. **Non-Interference and Non-Solicitation of Customers.** I covenant and agree that, during my employment and for a period of twenty four (24) following my last day of employment with the Company, I will not, directly or indirectly: (a) solicit, encourage, cause or attempt to cause any Restricted Customer (as defined below) to purchase any services or products from any business other than the Company that are competitive with or a substitute for the services or products offered by the Company; (b) sell or provide any services or products to any Restricted Customer that are competitive with or a substitute for the Company's services or products; (c) solicit, encourage, cause or attempt to cause any supplier of goods or services to the Company not to do business with or to reduce any part of its business with the Company; or (d) make any disparaging remarks about the Company or its business, services, affiliates, officers, managers, directors or management employees, whether in writing, verbally, or on any online forum.

i. **"Restricted Customer"** means: (a) any customer or prospective customer of the Company with whom I had contact or communications at any time during my last twelve (12) months as a Company employee; (b) any customer of the Company for whom I supervised the Company's account or dealings at any time during my last twelve (12) months as a Company employee; and/or (c) any customer or prospective customer of the Company about whom I obtained any Confidential Information (as defined above) during my last twelve (12) months as a Company employee.

7. **Non-Raiding.** I covenant and agree that, during my employment and for a period of twenty four (24) following my last day of employment with the Company, I will not, directly or indirectly: (a) hire or engage as an employee or as an independent contractor any person employed by the Company; (b) recruit, solicit or encourage any employee or independent contractor to leave his or her employment or engagement with the Company; and/or (c) hire or engage any person employed by the Company at any point during my last six (6) months with the Company.

8. **Intellectual Property.**

i. **Disclosure of Inventions.** I agree to promptly disclose in writing to my immediate supervisor, with a copy to the CEO or President of the Company and/or to any other persons designated by the Company, all "Inventions" (which term includes but is not limited to improvements, innovations, inventions, works of authorship, trade secrets, technology, mask works, circuits, layouts, algorithms, computer programs or applications, source code, object code, formulas, compositions, ideas, designs, processes, techniques, know-how and data, whether or not patentable, whether or not reduced to electronic form) made or conceived or reduced to practice or developed by me, either alone or jointly with others, during my employment. I also agree to disclose to the CEO or President of the Company all Inventions conceived, reduced to practice, or developed by me within twelve (12) months following my termination of employment with the Company; such disclosures shall be received by the Company in confidence (to the extent they are not assigned to the Company pursuant to this Section) and do not extend the assignment made in this Section below. I will not disclose Inventions covered by this Section to any person outside the Company unless requested to do so by the CEO or President of the Company.

ii. **Prior Inventions.** I have disclosed in Exhibit A a complete list of all Inventions and information proprietary to me and which I want to exclude from the application of this Agreement. If no such list is attached to this Agreement, I represent that I have no such Inventions at the time of signing this Agreement that I want to exclude from the Agreement.

iii. **Assignment of Inventions.** I agree that all Inventions which I make, conceive, reduce to practice or develop or have made, conceived, or reduced to practice or developed (in whole or in part, either alone or jointly with others) during my employment shall be the sole property of the Company and that all title, patents, patent rights, copyrights, trademarks, mask work rights, trade

secret rights, and other intellectual property and rights anywhere in the world that I develop or receive during the course of my employment by the Company (collectively, "Rights") shall be the sole property of the Company.

iv. **Further Cooperation.** I will, at any time during my employment or thereafter, upon request and at TOP POLYMER's expense, do all lawful acts including executing papers and oaths and giving testimony that, in the opinion of TOP POLYMER, its successors and assigns, may be necessary or desirable for obtaining, reissuing, enforcing, perfecting, recording and maintaining patents, copyrights, trademarks or service marks in the United States and throughout the world for any and all Inventions of TOP POLYMER, its successors and assigns.

9. **Keeping of Records and Surrender of Materials.** I will keep complete and accurate accounts, notes, data and records of any and all Inventions in the manner and form requested by TOP POLYMER. I agree that I will surrender to TOP POLYMER, at its request, or at the conclusion of my employment, all notes, data, drawings, lists and other records, and all material and physical items of any kind, including all copies thereof, which relate to TOP POLYMER's practices or techniques or contain Confidential Information, whether they were created by me or came into my possession by reason of my employment with TOP POLYMER, and I agree that all of the foregoing are TOP POLYMER's property.

10. **Prohibition of Misappropriation of Others.** I agree that I will not disclose to TOP POLYMER, use, or induce TOP POLYMER to use, any innovation, trade secret or other proprietary information belonging to any third party, and I agree to defend, indemnify and hold TOP POLYMER harmless against any action, claim or liability arising from or relating to my use or inducement of TOP POLYMER to use any innovation, trade secret or other proprietary information allegedly belonging to any third party.

11. **Obligations under TOP POLYMER Agreements.** I understand that TOP POLYMER may enter into agreements or arrangements that may be subject to laws and regulations that impose obligations, restrictions and limitations on it with respect to Confidential Information, trade secrets, inventions/innovations and/or patents that may be used or acquired by it or that may be conceived or developed by customers, employees, consultants or others rendering services to it. I agree that I shall be bound by all such obligations, restrictions and limitations and shall take any and all further action that may be required to discharge such obligations.

12. **Duty to Care for Property.** I will exercise reasonable care, consistent with good business judgment, to preserve in good working order subject to reasonable wear and tear from authorized usage, and to prevent loss of any equipment, instruments, materials or accessories of TOP POLYMER in my custody for the purpose of making demonstrations, carrying out development work, or otherwise conducting TOP POLYMER's Business. When my employment with TOP POLYMER ends, I agree to return such property to TOP POLYMER or to account for same to TOP POLYMER's reasonable satisfaction.

13. **No Inconsistent Agreements.** I affirm that I have no direct or indirect affiliation or relationship with any competitor of TOP POLYMER, and I have no agreement with any other party that would preclude my compliance with obligations under this Agreement.

14. **Post-Termination Statement.** When my employment with TOP POLYMER terminates, I agree to give if requested, a written statement to TOP POLYMER certifying my compliance with my obligations under this Agreement and acknowledging my continuing obligations hereunder, to do certain lawful acts relating to patents on the Inventions, and to preserve as confidential and refrain from using TOP POLYMER's Confidential Information. I further agree that I will promptly notify any new employer of my obligations contained herein. Upon request, I also will provide the Company with the identity of my new employer(s) and a description of the services being provided by me in sufficient detail to allow the Company to reasonably determine whether such activities fall within the scope of activities prohibited by this Agreement.

15. **Successors.** The provisions of this Agreement shall inure to the benefit of, and be binding upon the respective heirs, personal representatives, successors and assigns of each party; however, I understand that I may not delegate my obligations under this Agreement that are of a personal nature.

16. **Reasonableness.** I have carefully read and considered the provisions of this Agreement and, having done so, agree that the restrictions set forth herein are fair, reasonable, and necessary to protect the Company's legitimate business interests, including its goodwill with its customers and employees and its Confidential Information. In addition, I acknowledge and agree that (a) my abilities and skills are readily useable in a variety of capacities in most geographic areas such that the foregoing restrictions do not unreasonably restrict me with respect to seeking employment elsewhere in non-competitive ventures should my employment with the Company end; (b) the relationship between the Company and its customers are of a near-permanent nature and but for my association with the Company, I would not have had contact with the Company's customers; and (c) the information to which I had or will have access is of a confidential and proprietary nature, and the goodwill of the Company and/or customer and supplier relationships which I have or will enjoy while employed by the Company are significant and valuable to the Company. Thus, I agree not to contest the general validity or enforceability of this Agreement before any court, arbitration panel or other body. My restrictions and obligations in Sections 4-9 above (the "Post Separation Obligations") shall survive my last day of employment with the Company and shall be in addition to any restrictions imposed upon me by statute, at common law, or in other agreements. The Post Separation Obligations shall continue to be enforceable regardless of whether there is any dispute between the Parties concerning any alleged breach of this Agreement.

17. **Injunctive Relief.** I agree that my breach of any of the Post Separation Obligations will result in irreparable damage and continuing injury to the Company. Therefore, in the event of any breach or threatened breach of such covenants, the Company shall be entitled to an injunction from a court of competent jurisdiction enjoining me from committing any violation of those covenants, and I hereby consent to the issuance of such an injunction. I further agree that the Company shall not be required to post a bond to obtain such an injunction. All remedies available to the Company by reason of a breach of the provisions of this Agreement are cumulative, none is exclusive, and all remedies may be exercised concurrently or consecutively at the Company's option. Further, in the event of a breach or violation of any of the provisions of this Agreement, the effective time period of such provision shall be tolled until such breach or violation has been fully cured.

18. **Governing Law.** This Agreement is made in Georgia and shall be construed and interpreted in accordance with the internal laws of the State of Georgia without resort to its conflict of law provisions. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, whether involving remedies at law or in equity, shall be resolved in any state or federal court in Georgia.

19. **Attorneys' Fees.** In any controversy or claim arising out of or relating to this Agreement or the breach thereof results in any type of legal action or proceeding, the prevailing party in such action, as determined by the court or arbitrator, shall be entitled to recover reasonable attorneys' fees and costs of such action, to the extent permissible under applicable law.

20. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with regard to this subject and may be waived, modified or amended only by an agreement in writing signed by the undersigned and an authorized representative of TOP POLYMER.

21. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect its other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

22. **Waiver.** No covenant, term or condition of this Agreement or breach thereof shall be deemed waived unless the waiver is in writing, signed by the party against whom enforcement is sought, and any waiver shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any covenant, term or condition.

23. **Attorney Consultation and Interpretation.** I acknowledge that I have been informed of my right to consult with an attorney of my own choosing prior to signing this Agreement and have either done so or have considered the matter and decided not to do so. As each party has had the opportunity to consult independent counsel, the rule of contract interpretation to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

24. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original and together which shall together constitute one executed Agreement. Scanned or facsimile signatures shall be deemed valid and the equivalent of originals.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Signature on Behalf of TOP POLYMER: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

The following is a complete list of all innovations, inventions or improvements relevant to the subject matter of my employment with TOP POLYMER that I have made or conceived or first reduced to practice alone or jointly with others prior to my employment by TOP POLYMER that I desire to exempt from the operation of this Agreement:

\_\_\_\_\_ No innovations, invention or improvements

\_\_\_\_\_ Any and all inventions listed below

\_\_\_\_\_ Additional sheets attached

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\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)