



Corporate Management Group
 1501 W 124th Ave, Suite 500
 Westminster, Co 80234
 Office – 303-920-1425
 Contact Name: Izabeau Hunt

Termination of Employment

Name of Employee: Steve Busheff

Last Day Worked: 6/10/22

	Employee Initials	Reason for Termination
Quit <input checked="" type="checkbox"/>		
Laid Off		
Terminated		
Failed to Report		
Converted		

If the employee quit was notice provided? Yes ___ No If so, when? _____

Final Pay to Include: _____ Eligible for rehire? Yes ___ or No ___

The following items have been turned in:

Truck		
Keys		
Tools		
Tablet/Phone		
Supplies		
Uniforms		
Safety Bag		
Other		

Please be advised that final payroll will not be released until all Colorado Lighting, Inc. property has been returned and final paperwork has been processed. Receipt of a fully executed copy is acknowledgement of this termination notice.

Signed: _____
 Employee Date

Signed: [Signature] 4/29/22
 Employer Date

Did not show for scheduled exit interview - 10:45 6/29/22 [Signature]

COLORADO LIGHTING, INC. AND SWAN SUPPLY
CONFIDENTIALITY &
NON-SOLICITATION AGREEMENT

This agreement made this 3rd day of March, 2022 ("the Agreement"), is between Colorado Lighting, Inc. and Swan Supply, Inc. (collectively the "Companies") and CMG / ESSG ("Sub-Contractor") (together "the Parties").

The Companies are engaged in the business of Lighting and Electrical Service / Maintenance and Material Distribution. The Companies have employed CMG / ESSG to perform services for it and CMG / ESSG has accepted said employment.

In consideration of the foregoing and Sub-Contractor's employment by the Companies as good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Confidentiality

- a. Definition of "Confidential Information." "Confidential Information" means all confidential business or financial information of the Companies, including but not limited to any trade secrets, manufacturing plans, new product information, customer lists, or other information that is secret and of value.
- b. Sub-Contractor's Use of Confidential Information. The Companies own certain trade secrets and confidential information in connection with their business, which are valuable assets of the Companies. During the duration, and after the termination of this Agreement, Sub-Contractor shall not, without the Companies' prior written consent, directly or indirectly, use, disclose, or otherwise communicate any Confidential Information to any person or entity, except in performance of Sub-Contractor's legitimate duties for the Companies.
- c. Acknowledgment of Confidential Information. Sub-Contractor acknowledges that Sub-Contractor will have access to Confidential Information, made accessible to Sub-Contractor only in strict confidence by the Companies. Sub-Contractor acknowledges that unauthorized disclosure will damage the Companies' business and that Confidential Information could immediately be used by a competitor of the Companies. The use and value of this Confidential Information depends on its continuing secrecy and the Companies have taken appropriate steps to maintain this secrecy. Sub-Contractor acknowledges that the restrictions contained in this section are reasonable and necessary for the protection of the Companies' business.
- d. Definition of Companies Property. Companies Property are defined as, but not limited to, all documents or other records containing or reflecting Confidential Information prepared by or provided to Sub-Contractor and all copies, in any medium, of such materials. Sub-Contractor shall not copy or use any Companies Property for any purpose not relating directly to Sub-Contractor's work on the Companies' behalf, or use, disclose, or sell any Companies Property, except with the Companies' prior written consent. Upon the termination of the Sub-Contractor relationship or upon the Companies request, Sub-Contractor shall immediately deliver to the Companies all Companies Property. Sub-Contractor may comply with any subpoena or court order, if Sub-Contractor submits a copy of the subpoena or court order to the Companies' President within three (3) working days of receipt.
- e. Third-Parties' Confidential Information. Sub-Contractor acknowledges that the Companies have and will receive from third parties confidential or proprietary information, and that the Companies must maintain the confidentiality of such information. Sub-Contractor shall not use or disclose any such information, except as permitted by the Companies or the third party to whom the information belongs.

- f. Sub-Contractor's Former Employer's Confidential Information. Sub-Contractor shall not, during Sub-Contractor's employment with the Companies, improperly use or disclose to the Companies any proprietary information or trade secrets belonging to any former employer or any third party to whom Sub-Contractor owes a duty of confidentiality.

2. Non-Solicitation

- a. Covenants. During the term of Sub-Contractor's employment and for a period of 24 months after termination of Sub-Contractor's employment, Sub-Contractor shall not directly or indirectly:

- (1) Solicit, recruit or attempt to persuade any person then an Sub-Contractor, agent or contractor of the Companies or any Companies affiliate to terminate such person's employment or relationship with the Companies or Companies affiliate.
- (2) Solicit business from any customer or client with whom Sub-Contractor had contact during the employment relationship with the Companies.

- b. Waiver. The above prohibition may be waived only by the Companies prior written consent.

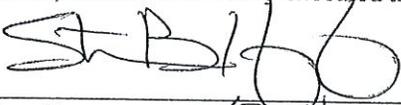
- c. Acknowledgment of Restriction. Sub-Contractor acknowledges that the restrictions contained in this section are reasonable and necessary for the protection of the Companies business.

3. General Provisions

- a. Disclosure of Obligations. Sub-Contractor shall make the terms and conditions of this agreement known to any business or employer in competition with the Companies, with which Sub-Contractor becomes associated during the term of this agreement. The Companies shall have the right to make the terms of this agreement known to third persons.
- b. Conflict of Obligations. Sub-Contractor states that Sub-Contractor is not now under any legal or contractual obligation conflicting with this agreement and that entering this agreement will not breach any agreement to which Sub-Contractor is now a party. Sub-Contractor agrees to reimburse and hold the Companies harmless for any costs, damages, or fees sustained or expended by the Companies as a result of Sub-Contractor's breach of warranties under this section.
- c. Remedies. Sub-Contractor acknowledges that breach of this agreement will cause the Companies to suffer immediate and irreparable harm and damage for which money alone cannot fully compensate the Companies. Sub-Contractor agrees that upon breach or threat of imminent breach of any obligation under this agreement, the Companies shall be entitled to a temporary restraining order, preliminary injunction, permanent injunction, or other injunctive relief, without posting any bond or other security, and that Sub-Contractor shall not oppose entry of any of these measures. This section shall not be construed as an election of any remedy, or as a waiver of any right available to the Companies under this agreement or the Colorado law governing this agreement, including the right to seek damages from Sub-Contractor.
- d. Attorney's Fees. In the event of any controversy, claim, or dispute between the parties affecting or relating to the performance of this agreement, the prevailing party shall be entitled to recover all of its attorney's fees and costs.
- e. Entire Agreement. This agreement contains all of the terms agreed upon by the parties and supersedes all prior agreements, arrangements, and communications between the parties on this subject, whether oral or written.
- f. Survival. Sub-Contractor's obligations under this agreement shall survive the termination of Sub-Contractor's employment and shall be enforceable regardless of which party terminates the

employment relationship and regardless of whether such termination is later claimed or found to be wrongful.

- g. Governing Law and Forum. All disputes or issues arising from this agreement or the Companies relationship with Sub-Contractor shall be governed by the internal laws of the State of Colorado. Any action arising from or relating in any way to this agreement or Sub-Contractor's employment with the Companies shall be tried only in the state or federal courts situated in Colorado. The parties consent to jurisdiction and venue in those courts to the greatest extent possible under law.
- h. Severability. In the event any of the restrictions contained in this agreement are held to be unenforceable, the court so holding shall effect any change to the extent absolutely necessary to render the restrictions enforceable, while still maintaining the parties' expressed desire that the Companies be protected to the greatest extent possible under the applicable law. Each of the terms and provisions of this agreement is severable in whole or in part, and any term or provision found to be invalid or illegal and unenforceable by the court shall be excised by the court, and the remaining terms and provisions shall not be affected and shall remain in full force and effect.
- i. Modification and Waiver. The parties agree that this agreement cannot be modified or waived without a written agreement signed by both parties. The Companies' waiver of the breach of any provision of this agreement by Sub-Contractor shall not constitute a waiver of any subsequent breach.
- j. Heirs and Assigns. This agreement shall be binding upon Sub-Contractor's heirs, executors, administrators, or other legal representatives; shall inure to the benefit of the Companies, its successors or assigns; and shall be freely assignable by the Companies, but not by Sub-Contractor.
- k. Headings. Numbers and titles to the sections of this agreement are for information purposes only and, where inconsistent with the text, are to be disregarded.
- l. Acknowledgment of Sub-Contractor Opportunity to Seek Counsel. Sub-Contractor has been afforded the opportunity to read, reflect upon, and consider the terms of the agreement; has been afforded the opportunity to discuss this agreement with an attorney or other adviser; and has read this entire agreement, fully understands its terms, and has voluntarily executed this agreement.

DATED 3.3.2022 
SUB-CONTRACTOR / Employee

DATED: 3/4/22 
COLORADO LIGHTING, INC. / SWAN SUPPLY

BY Robin O'Dorisio

TITLE Pres.