



CONFIDENTIALITY & NONSOLICITATION AGREEMENT

This agreement made this 9th day of October, 2013 ("the Agreement"), is between Corporate Management Group Inc. ("CMG"), Employer Solutions Staffing Group LLC ("ESSG") **Colorado Lighting Inc.** ("the Company") and Adrian K. McGee ("Employee") (together "the Parties").

The Company is engaged in the business of Lighting and Electrical Distribution. The Company has employed Employee to perform services for it and Employee has accepted said employment.

In consideration of the foregoing and Employee's employment by the Company 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 Company, 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. Employee's Use of Confidential Information. The Company owns certain trade secrets and confidential information in connection with its business, which are valuable assets of the Company. During the duration, and after the termination of this Agreement, Employee shall not, without the Company's prior written consent, directly or indirectly, use, disclose, or otherwise communicate any Confidential Information to any person or entity, except in performance of Employee's legitimate duties for the Company.
- c. Acknowledgment of Confidential Information. Employee acknowledges that Employee will have access to Confidential Information, made accessible to Employee only in strict confidence by the Company. Employee acknowledges that unauthorized disclosure will damage the Company's business and that Confidential Information could immediately be used by a competitor of the Company. The use and value of this Confidential Information depends on its continuing secrecy and the Company has taken appropriate steps to maintain this secrecy. Employee acknowledges that the restrictions contained in this section are reasonable and necessary for the protection of the Company's business.
- d. Definition of Company Property. Company Property is defined as, but not limited to, all documents or other records containing or reflecting Confidential Information prepared by or provided to Employee and all copies, in any medium, of such materials. Employee shall not copy or use any Company Property for any purpose not relating directly to Employee's work on the Company's behalf, or use, disclose, or sell any Company Property, except with the Company's prior written consent. Upon the termination of the employment relationship or upon the Company's request, Employee shall immediately deliver to the Company all Company Property. Employee may comply with any subpoena or court order, if Employee submits a copy of the subpoena or court order to the Company's President within three (3) working days of receipt.

- e. Third-Parties' Confidential Information. Employee acknowledges that the Company has and will receive from third parties confidential or proprietary information, and that the Company must maintain the confidentiality of such information. Employee shall not use or disclose any such information, except as permitted by the Company or the third party to whom the information belongs.
- f. Employee's Former Employer's Confidential Information. Employee shall not, during Employee's employment with the Company, improperly use or disclose to the Company any proprietary information or trade secrets belonging to any former employer or any third party to whom Employee owes a duty of confidentiality.

2. Nonsolicitation

- a. Covenants. During the term of Employee's employment and for a period of 24 months after termination of Employee's employment, Employee shall not directly or indirectly:
 - (1) Solicit, recruit or attempt to persuade any person then an employee, agent or contractor of the Company or any Company affiliate to terminate such person's employment or relationship with the Company or Company affiliate.
 - (2) Solicit business from any customer or client with whom Employee had contact during the employment relationship with the Company.
- b. Waiver. The above prohibition may be waived only by the Company's prior written consent.
- c. Acknowledgment of Restriction. Employee acknowledges that the restrictions contained in this section are reasonable and necessary for the protection of the Company's business.

3. General Provisions

- a. Disclosure of Obligations. Employee shall make the terms and conditions of this agreement known to any business or employer in competition with the Company, with which Employee becomes associated during the term of this agreement. The Company shall have the right to make the terms of this agreement known to third persons.
- b. Conflict of Obligations. Employee states that Employee 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 Employee is now a party. Employee agrees to reimburse and hold the Company harmless for any costs, damages, or fees sustained or expended by the Company as a result of Employee's breach of warranties under this section.
- c. Remedies. Employee acknowledges that breach of this agreement will cause the Company to suffer immediate and irreparable harm and damage for which money alone cannot fully compensate the Company. Employee agrees that upon breach or threat of imminent breach of any obligation under this agreement, the Company 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 Employee 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 Company under this agreement or the Colorado law governing this agreement, including the right to seek damages from Employee.
- 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. Employee's obligations under this agreement shall survive the termination of Employee'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 Company's relationship with Employee 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 Employee's employment with the Company 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 Company 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 Company's waiver of the breach of any provision of this agreement by Employee shall not constitute a waiver of any subsequent breach.
- j. Heirs and Assigns. This agreement shall be binding upon Employee's heirs, executors, administrators, or other legal representatives; shall inure to the benefit of the Company, its successors or assigns; and shall be freely assignable by the Company, but not by Employee.
- 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 Employee Opportunity to Seek Counsel. Employee 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.
- m. AT-WILL EMPLOYMENT. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT SHALL NOT ALTER THE AT-WILL NATURE OF THEIR EMPLOYMENT RELATIONSHIP.

DATED

4/17/15

EMPLOYEE

DATED:

CMG/ESSG REPRESENTATIVE

BY

TITLE