



**TRAINING, NON-COMPETE, AND CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between **LINE FINDERS, LLC** of 2201 Mitchell Ave, Gillette, Wyoming 82718 (hereinafter "Line Finders" or "Employer") and \_\_\_\_\_ [Employee] of \_\_\_\_\_ (hereinafter " \_\_\_\_\_ " or "Employee").

WHEREAS, Line Finders desires to hire Employee to perform the following duties:

- A. Pipeline locating, electrical line locating, water line locating, utility locating, pipeline/electrical/water or utility finding, other underground or buried site location, finding or locating, vacuum excavation, and all other current or future business activities of Line Finders; and
- B. Such other duties as are from time to time assigned by Employer.

WHEREAS, Employee has confirmed to Line Finders that he or she has the desire, skills and interests necessary to accept this Training, Non-Compete and Confidentiality Agreement ("Agreement") with Line Finders; and

WHEREAS, each of the parties recognize that they will be bound by the Agreement.

NOW THEREFORE, in consideration of the execution, delivery, and performance of the terms and conditions of the Agreement, the mutual promises and covenants herein contained, and other good and valuable consideration, including employment of the Employee by the Employer, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION ONE: EMPLOYMENT**

**1.1 Job Title.** The Employee shall be hired as a \_\_\_\_\_.

**1.2 Employee Compensation.** The Employee will receive \_\_\_\_\_

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**1.3 Benefits.** Employee will be eligible to receive a benefits package after 90 days of employment with Line Finders.

**1.4 Vacation Pay.** Employee will receive 40 hours of paid vacation after 1 year of employment, 80 hours of paid vacation after two years of employment and an additional 8 hours each year thereafter (year 3 total is 88 hours, year 4 total is 96 hours, etc). Vacation Pay is based on the employee’s standard non-billable pay rate and issued on the employee’s anniversary date. Vacation Pay hours do not roll-over from year to year. If not used by the employee’s next anniversary date, then remaining Vacation Pay hours will be paid out on the following payroll.

**1.5 Equipment.** For work purposes only and with use subject to the Line Finders Employee Handbook, the employee will be provided the following equipment:

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**1.5 At-Will Employment.** Employee is an at-will employee. Nothing in Employer’s policies, actions, or this Agreement shall be construed to alter the “At Will” nature of Employee’s status with Employer, and Employee understands that Employer may terminate his or her employment at any time for any reason or for no reason, provided it is not terminated in violation of state or federal law.

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## SECTION TWO: TRAINING

**2.1 Cost of Training.** Each new employee takes time and investment to train, and costs Line Finders, LLC approximately \$382.50 for each full day of training required and provided for each employee (“Training Cost”). The Employee agrees this is a reasonable cost for training.

**2.2 Training Reimbursement.** During the first eighteen (18) months immediately following the execution of this Agreement, if the Employee leaves employment with Employer, the Employee must reimburse Line Finders for the Cost of Training incurred on behalf of Employee, unless one of the following applies:

A. The Employee was terminated without cause. For the purposes of this provision, cause for termination shall include the following:

- (i) Employee violates a provision of the Line Finders Employee Handbook or this Agreement.
- (ii) Employee refuses or fails to carry out any reasonable order which was known or should have been known by the Employee.
- (iii) Employee has demonstrated negligence, insubordination, or inefficiency in the execution of his or her duties.
- (iv) Employee has committed a felony or an act of theft or moral turpitude.
- (v) Employee uses drugs, alcohol, or other foreign substances, which in the good faith opinion of Line Finders limits or restricts the Employee in the performance of his or her duties.
- (vi) Employee discredits or disparages Line Finders.

B. The Employee has good reason to terminate employment. If the Employee is terminating his or her employment for good reason, he or she must notify Line Finders, in writing, of the good reason, and provide Line Finders 30 days to cure. For the purposes of this provision, good reason shall mean one of the following:

- (i) A significant decrease in the Employee’s hourly wage/salary.
- (ii) A change by more than 150 miles in the geographic area in which the Employee must perform services.
- (iii) Any action or inaction that constitutes a material breach by Line Finders of the Line Finders Employee Handbook or this Agreement.
- (iv) Any other good reason that Line Finders may determine in good faith, after written request from Employee.

C. The Employee has not received any training.

**2.3 Notice of Training Reimbursement.** If Employee leaves employment with Employer and Employer is entitled to Training Reimbursement pursuant to this Agreement, the Employer shall provide the Employee with a written Notice of Training Reimbursement, which shall indicate the number of training days received by the Employee and the amount owed pursuant to this provision. The Employee shall have ten (10) days from the end of his or her employment to pay the Training Cost. Failure to pay any Training Cost pursuant to this provision shall be a breach and would cause the Employee to be in default of this Agreement. Employee agrees that Line Finders would be entitled to a judgment against the Employee for the amount of the Training Cost owed, plus costs and reasonable attorney's fees.

**2.4 Acknowledgment of Terms.** Employee acknowledged that repaying Line Finders for his or her training is reasonable because Line Finders invests time and money into each new employee. Employee specifically agrees that the time period and amount of the Training Cost are reasonable and necessary for Line Finders and that Employee has received, and will continue to receive, valuable consideration in exchange for agreeing to this provision, which consideration includes, but is not limited to: (1) employment; (2) training; (3) the company providing appropriate clothing, safety equipment, outerwear, and other valuable goods at the company's expense; and (4) the possibility for advancement within the company.

**2.5 Interpretation.** If a court of competent jurisdiction shall determine that any portion of this Agreement is unreasonable or unlawful, the parties agree that the court may modify any of the provisions of this Agreement to the minimum extent needed to make such provisions reasonable and enforceable, and the parties agree to accept such determination, subject to their rights of appeal. Such determination shall not affect the enforcement of the other provisions of this Agreement.

### **SECTION THREE: NON-COMPETITION AND OTHER RESTRICTIVE COVENANTS**

**3.1 Competitive Enterprise.** For purposes of this Agreement, reference to the term "Competitive Enterprise" shall mean any sole proprietorship, partnership, firm, unincorporated associate, joint venture, entity or corporation, whether profit or non-profit, whether or not connected with Line Finders, involved in any aspect of the business of pipeline

locating, electrical line locating, water line locating, utility locating, pipeline/electrical/water or utility finding, other underground or buried site location, finding or locating, vacuum excavation, and all other current or future business activities, of Line Finders.

**3.2 Term of Non-Competition.** During the term of Employee's employment and during an eighteen (18) month period immediately following the last day of Employee's employment, whatever the reason for the termination of employment (which may include, without limitation, Employee's resignation or any other event), Employee shall not:

A. accept or hold a position as officer, director, employee, consultant, advisor, principal, agent, shareholder, representative, sponsor, promoter, advertiser, independent contractor, subcontractor, employer or volunteer, either directly or indirectly, of any Competitive Enterprise which is located or does work within Burke, Billings, Divide, Dunn, Golden Valley, McKenzie, Mercer, Mountrail, Stark, and Williams Counties in North Dakota; Campbell, Converse, Crook, Johnson, Natrona, Sheridan, Weston, and Niobrara Counties in Wyoming; and Daniels, Richland, Roosevelt, and Sheridan Counties in Montana ("Restrictive Area");

B. acquire an ownership interest (individually or in concert with others), either directly or indirectly, or acquire phantom stock in or become a creditor in a Competitive Enterprise whereby said ownership interest enables Employee to, directly or indirectly, in any manner, control directly or indirectly, in any manner, control, direct, influence, affect or impact the operations, services, or business activities of the Competitive Enterprise in the Restricted Area;

C. in any way, directly or indirectly, for the purpose of providing or selling any product or service now offered or hereafter offered by Line Finders, solicit, divert, or entice:

(i) any existing customer or existing business of Line Finders whom Employee solicited, became aware of, or transacted business with during his employment with Line Finders, even if requested by the existing customer or existing business;

(ii) any potential customer or potential business identified by Line Finders whom Employee solicited, became aware of, or transacted business with during his employment with Line Finders, even if requested by the potential customer or potential business.

D. employ or assist in employment any present or future employees (whether part time or full time) of Line Finders or its affiliates, for the purpose of having such employees perform services for any Competitive Enterprise or other organization in competition with the business of Line Finders or any of its present or future affiliates;

E. in any way, directly or indirectly, make any oral or written statement, comments or other communications designed or intended to impugn, disparage or otherwise malign the reputation, ethics, competency, morality, ability or qualification of Line Finders or any of Line Finders' employees or customers.

**3.3 Acknowledgment of Terms.** Employee acknowledged that this covenant is reasonable. Without limiting the foregoing, Employee specifically agrees that the time period, geographic limitations and the description of the prohibited conduct are reasonable and necessary for Line Finders and that Employee has received and will continue to receive, valuable consideration in exchange for agreeing to this provision, which consideration includes, but is not limited to: (1) employment; (2) additional training; (3) the company providing appropriate clothing, safety equipment, outerwear, and other valuable goods at the company's expense; and (4) the possibility for merit-based advancement within the company.

**3.4 Interpretation.** If a court of competent jurisdiction shall determine that the geographic limitation or the time period or the description of the prohibited conduct are unreasonable, then the parties agree that the court may modify any of the provisions of this Agreement to the minimum extent needed to make such provisions reasonable and enforceable, to the extent permitted by law, and the parties agree to accept such determination, subject to their rights of appeal. Such determination shall not affect the enforcement of the other provisions of this Agreement.

**3.5 Survival.** The provisions of this section on Non-Competition shall survive termination of this Agreement and termination of Employee's employment with Line Finders, regardless of the reason for the termination and be binding on him, his heirs, and successors.

#### **SECTION FOUR: CONFIDENTIALITY**

**4.1 Proprietary Information Defined.** For purposes of this Agreement, "Proprietary Information" shall mean any information relating to the business of Line Finders that has not previously entered the public domain through lawful means or been publicly released by Line Finders or its authorized representatives. This information shall include, but is not limited to: information in connection with all business opportunities, research, product design, marketing, business plans, data collected in the course of Line

Finders' work or Employee's work for Line Finders, financial information, costs, pricing information, trade secrets, customer lists and relationship, potential customers and/or joint ventures, and all methods, concepts or ideas in or reasonably related to the business of Line Finders or any of its present or future affiliates.

**4.2 Preservation of Information.** Employee agrees to regard and preserve as confidential all Proprietary Information that has been or may be developed or obtained by Employee in the course of his employment with Line Finders, whether Employee has such information in his memory or in writing, or on computer disk or other electronic data, or in other physical form. This information shall not be produced, shared, copied, disclosed, given or otherwise conveyed to others without the prior written permission of Line Finders. Employee shall not delete Proprietary Information from any electronic devices furnished by Line Finders for use by employees.

**4.3 Acknowledgement of Terms.** Employee agrees to confirm his agreement to be bound by the provisions of this Section, in writing, if reasonably required by Line Finders in connection with its customers, potential customers and/or joint ventures.

**4.4 Survival.** The provisions of this section on Confidentiality shall survive termination of this Agreement and termination of Employee's employment with Line Finders, regardless of the reason for the termination, and shall be binding on him, his heirs, and successors.

## **SECTION FIVE: REMOVAL OF DOCUMENTS OR OBJECTS**

**5.1 Removal.** Employee agrees not to remove from the offices of Line Finders, except as an employee of Line Finders in pursuant of the business of Line Finders, any components, tools, hardware, software, documents, computer files, computer disks, objects, or things containing or reflecting any Proprietary Information. Employee recognizes that all such items, whether tangible or intangible property and whether developed by him or by someone else, are the exclusive property of Line Finders. Employee agrees to return all such items to Line Finders immediately upon the termination of his employment, regardless of the reason for the termination.

## SECTION SIX: REMEDIES

**6.1 Remedies.** In addition to any other rights and remedies Line Finders may have if Employee violates this Agreement, Line Finders and Employee agree as follows: It is understood and agreed by and between the parties hereto that the services to be rendered by Employee are of a special, unique, extraordinary and intellectual character, which gives them peculiar value, the loss of which may not be reasonably or adequately compensated in damages, and additionally that a breach by Employee of the covenants set out in this Agreement, will cause Line Finders great and irreparable injury and damage. *Employee hereby expressly agrees that Line Finders shall be entitled to the remedies of temporary, preliminary, and permanent injunction without bond, specific performance and other equitable relief to prevent and/or terminate a breach of this Agreement by Employee.* This provision, shall not, however, be construed as a waiver of any of the remedies which Line Finders may have for damages or otherwise, in law or in equity, in any jurisdiction.

## SECTION SEVEN: SUCCESSORS AND ASSIGNS

**7.1 Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of Employee and Line Finders and their respective permitted successors, assigns, heirs, legal representatives and beneficiaries. Employee shall not assign or delegate his rights or obligations pursuant to this Agreement. Line Finders may assign its rights and/or obligations pursuant to this Agreement without Employee's consent. Upon such an assignment with Employee's consent, the term "Line Finders" as used herein shall refer to such assignee and this Agreement shall continue in full force and effect.

**7.2 Consolidation and Merger.** Nothing in this Agreement shall preclude Line Finders from consolidating, merging into or with, or transferring all or substantially all of Line Finders' assets to any person or entity which assumes this Agreement and all obligations and undertakings of Line Finders hereunder. No such consolidation, merger, or transfer of assets shall include an assumption or assignment of Line Finders' rights and/or obligations pursuant to this Agreement with Employee's consent. Upon such a consolidation, merger, or transfer of assets and assumption or assignment with Employee's consent the term "Line Finders" as used herein shall refer to such other person or entity and this agreement shall continue in full force and effect.



## SECTION EIGHT: NOTICES

**8.1 Notices.** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally in writing or electronically, or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth above.

## SECTION NINE: MISCELLANEOUS PROVISIONS

**9.1 Governmental Regulation.** Nothing contained in this Agreement shall be interpreted, construed, or applied to require the commission of any act contrary to law and wherever there is any conflict between any provision of this Agreement and any statute, law, ordinance, order, or regulation, the latter shall prevail. In such event, any such provision of this Agreement shall be curtailed and limited only to the extent necessary to bring it within applicable legal requirements.

**9.2 Governing Law and Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. Any legal action brought, at law or equity, regarding this Agreement shall be brought in the Sixth Judicial District, Campbell County, Wyoming.

**9.3 Enforcement Costs.** The Employee shall pay all reasonable costs incurred by Line Finders, including reasonable attorney's fees and court costs, to enforce the terms of this Agreement against him or her and to obtain performance by the Employee under the terms of this Agreement.

**9.4 Other Claim or Cause of Action.** The existence of any claim or cause of action by Employee against Line Finders whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Line Finders, LLC of this section or any other section of this Agreement.

**9.5 Declaration of Invalidity.** Should a court declare any provision of this Agreement to be invalid, such declaration shall not affect the validity of the Agreement as a whole or any part thereof, other than the specific portion declared to be invalid.

**9.6 Headings.** The headings to the sections and paragraphs hereof are placed herein for convenience of reference only and in case of any conflict the text of this

Agreement, rather than the headings, shall control.

**9.7 Entire Agreement, Amendment, Signing.** This Agreement sets forth the entire understanding of Line Finders and Employee with respect to the subject matter contained herein and supersedes all prior agreements, arrangements and understandings relating to the subject matter and may only be amended by a written agreement signed by both Line Finders and Employee. Each party has had a full and complete opportunity to obtain legal advice in connection with this Agreement. This Agreement shall be executed in two (2) counterparts, each of which shall constitute an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

LINE FINDERS, LLC

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Jed Houghton, President  
Line Finders, LLC

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Signature of New-Hire Employee

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New-Hire Employee Printed Name