

**CONFIDENTIALITY AND NON-COMPETE AGREEMENT  
(All Employees)**

For good and valuable consideration and as an inducement for **FRONT SIGHT MANAGEMENT, LLC**, a Nevada limited liability company, doing business as Front Sight Firearms Training Institute ("Front Sight") to employ or continue to employ \_\_\_\_\_, an individual ("Employee"), Employee and Company hereby enter into this Confidentiality and Non-Compete Agreement (the "Agreement") effective as of the date Employee executes the Agreement ("Effective Date"), upon the terms and conditions as follows:

**1. EMPLOYMENT AND DUTIES**

**1.1** Employee will exert Employee's best efforts in the performance of Employee's duties as an employee of Front Sight and will remain loyal to Front Sight during the term of Employee's employment ("Term"). Employee is not bound by any agreement with any prior company or other person that in any way restricts Employee's ability to be employed by Front Sight or Employee's performance of any duty or obligation as an employee of Front Sight.

**1.2** Employee understands and agrees that Employee's employment with Front Sight is "at-will" and may be terminated by Employee or Front Sight at any time, without prior notice. Nothing in this Agreement guarantees Employee employment with Front Sight for any specified period of time.

**1.3** Employee acknowledges that in consideration for this Agreement Employee is being given access to "Confidential Information" (as defined below), along with employment or continued employment on an at-will basis.

**1.4** Employee represents and warrants that Employee is not a party to any non-compete, non-solicitation, or any other restrictive covenant or related contractual limitation that would violate the rights of any third party or interfere with or hinder Employee's ability to undertake the obligations and expectations of employment with Front Sight.

**2. NON-DISCLOSURE OF CONFIDENTIAL AND TRADE SECRET INFORMATION**

**2.1** Employee acknowledges and agrees that Front Sight has developed and established valuable methods, procedures, and customer information used in the operation of its business and that said methods, procedures, and information are special and unique assets of Front Sight's business. Employee further acknowledges and understands that Employee will have access to and will come into contact with and learn the aforementioned methods, procedures, and customer information derived from Employee's relationship with Front Sight and that such methods, procedures, and customer information constitute trade secrets and confidential information ("Confidential Information") and property of Front Sight. Employee acknowledges and agrees that Front Sight has a legitimate proprietary interest in its Confidential Information and further acknowledges that maintaining the confidentiality and integrity of its Confidential Information is essential to Front Sight's business and that disclosure of its Confidential Information would cause substantial loss to Front Sight both monetarily and in terms of goodwill and competitive position.

**2.2** Employee understands and agrees that "Confidential Information" as used in this Agreement means any business and/or financial information that is not publicly or generally known, including, but not limited to, ideas, inventions, discoveries, improvements, algorithms, formulas, data, computer programs, source and object codes, product plans, products, product updates and upgrades, methods, processes, procedures, services, trade secrets, pricing information (including but not limited to prices, pricing schedules, discounts, rebates, costs, budgets, and other financial information), developments and development information, designs, drawings, engineering information, new and emerging products, current customer or potential customer lists, current supplier or potential

supplier lists, leads and prospects, current customer contacts, needs, preferences, and purchasing histories, prospective customer contacts, needs and preferences, vendors (including capabilities, contracts, services rendered, contacts and pricing), marketing and sales information, business plans, employee skills and compensation, regulatory matters and patent applications, all of the foregoing relating to Front Sight or the business and affairs of Front Sight and/or its customers generally, whether or not protectable under applicable patent, trademark, trade secret, or copyright law.

**2.3** Employee understands that Confidential Information does not include any information that is generally known by the public (other than as a result of disclosure by Employee) or available to Employee on a non-confidential basis from a source other than Front Sight, provided that the source has authority to disseminate the data or information, or independently acquired or developed by Employee other than in the course of Employee's employment. Confidential Information also does not include general business experiences or general business know-how that are publicly or generally known.

**2.4** Employee understands that in the course of, and as a consequence of, Employee's employment with Front Sight, Employee will have access to Confidential Information and that trust and confidence will be placed in Employee to protect such information. Employee agrees to use Confidential Information solely as necessary to fulfill Employee's duties as an employee and to maintain the Confidential Information in strict confidence and not to disclose it other than to then-current employees of Front Sight, and in accordance with the policies and procedures of Front Sight. Employee agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons. Employee further agrees to promptly notify Front Sight, in writing, of any misuse, misappropriation or unauthorized disclosure (inadvertent or otherwise) of Confidential Information which may come to Employee's attention.

**2.5** Employee understands Front Sight may receive and/or offer discounts, rebates or special pricing from or to vendors, customers or others and that such discounts, rebates and pricing are Confidential Information to the extent they are not generally known by the public (other than as a result of disclosure by Employee). Employee agrees not to use or disclose such Confidential Information except as expressly authorized by Front Sight.

**2.6** Employee understands and agrees that during Employee's employment with Front Sight, Employee will have substantial contact with the customers and prospective customers of Front Sight and will develop personal acquaintances and/or substantial relationships, which acquaintances and relationships may constitute Front Sight's only or most substantial contact with such customers and prospective customers. As a consequence thereof, Employee acknowledges that Employee will occupy a position of trust and confidence with respect to the customers and prospective customers of Front Sight and have access to Confidential Information concerning such customers and prospective customers.

**2.7** Employee agrees not to remove any item of Confidential Information from the premises of any Front Sight except as Employee's duties as an employee of Front Sight shall require and as authorized by Front Sight. Upon termination of Employee's employment, Employee will immediately return all items of Confidential Information (including, without limitation, all notes, memoranda, manuals, reports, customer records, and any other documents) and all copies thereof to Front Sight, or as otherwise directed by Front Sight, and Employee will retain no copies thereof.

**2.8** In the event that Employee is required by law to disclose any Confidential Information as defined herein, Employee agrees to provide Front Sight with prompt prior written notice of such request or requirements so that Front Sight may seek an appropriate protective order. If, in the absence of a protective order, Employee is nonetheless, in the written opinion of counsel (which shall be forwarded to Front Sight upon request), compelled to disclose Confidential information to any person, entity or tribunal, Employee understands that they may disclose only that portion of the Confidential Information which it is advised in writing by Employee's counsel (which shall

be forwarded to Front Sight upon request) that which Employee is so legally compelled. In such instances, Employee shall exercise Employee's best efforts to obtain assurances that the Confidential Information will receive confidential treatment by the person, entity, or tribunal to which it is disclosed.

**2.9** Employee understands and agrees that Employee's obligations with respect to Confidential Information shall continue even after termination of Employee's employment with Front Sight and shall terminate with respect to any given piece of Confidential Information only when and if that piece of Confidential Information has become generally and publicly known through no act or fault of Employee's or of any person or entity acting in concert with Employee.

**2.10** Employee agrees that during Employee's employment with Front Sight and thereafter Employee will not disclose to Front Sight any trade secret, confidential or other nonpublic information belonging to any other person or entity, including any prior employer of Employee.

**2.11** If Employee discovers any actual or threatened disclosure or publication of any Confidential Information to any third party by Employee or any source, Employee shall promptly notify Front Sight of such disclosure or publication and will use all reasonable efforts to prevent any future disclosure or publication.

### **3. NON-DISCLOSURE AND ASSIGNMENT OF INTELLECTUAL PROPERTY**

**3.1** Employee hereby confirms that, except as disclosed on **Attachment A**, there are no inventions or original works of authorship that were made by Employee prior to the commencement of Employee's business relationship with Front Sight or the Effective Date of this Agreement, whichever is earlier, which belong to Employee and which relate to Front Sight's proposed or current business, services, products or research and development.

**3.2** Employee agrees that he/she will promptly make full written disclosure to Front Sight, will hold in trust for the sole right and benefit of Front Sight, and hereby expressly and irrevocably assigns, and agrees to assign, to Front Sight, or its designee, all of Employee's right, title, and interest throughout the world in and to any and all inventions, discoveries, original works of authorship, developments, concepts, know-how, improvements, trademarks, domain names, or trade secrets, whether or not patentable or registrable under patent, trademark, copyright or similar laws, that Employee may solely or jointly conceive or develop or reduce to practice or fix in a tangible medium, or cause to be conceived or developed or reduced to practice or fixed in a tangible medium, within the scope of and during the Term (collectively referred to as "Intellectual Property"). Employee further acknowledges that all Intellectual Property which is developed by Employee (solely or jointly with others) within the scope of and during the term of Employee's employment with Front Sight is a "work made for hire" (to the greatest extent permitted by applicable law) and is compensated by Employee's wages, unless regulated otherwise by mandatory law. Finally, Employee acknowledges that this Section 3.2 does not apply to an invention for which no equipment, supplies, facility or trade secret information of Front Sight was used and which was developed entirely on Employee's own time, and (1) which does not relate (a) directly to the business of Front Sight or (b) to Front Sight's actual or demonstrably anticipated research or development, and (2) which does not result from any work performed by Employee for Front Sight.

**3.3** Employee agrees to keep and maintain adequate and current written records of all Intellectual Property developed by Employee (solely or jointly with others) during Employee's employment with Front Sight. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, and any other format. The records will be available to and remain the sole property of Front Sight at all times. Employee agrees not to remove such records from Front Sight's place of business except as expressly permitted by Front Sight company policy which may, from time to time, be revised at the sole discretion of Front Sight.

**3.4** Employee agrees to assist Front Sight, or its designee, at Front Sight's expense, in every proper way to secure Front Sight's rights in the Intellectual Property and other intellectual property rights relating thereto in any and all countries, including the disclosure to Front Sight of all pertinent information and data with respect

thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Front Sight shall deem necessary in order to apply for, obtain, maintain and transfer such rights and in order to assign and convey to Front Sight, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property, and other intellectual property rights relating thereto. Employee further agrees that Employee's obligation to execute or cause to be executed, when it is in Employee's power to do so, any such instrument or papers shall continue indefinitely after the termination of this Agreement. If Front Sight is unable because of Employee's mental or physical incapacity or unavailability or for any other reason to secure Employee's signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Intellectual Property assigned to Front Sight as above, then Employee hereby irrevocably designates and appoints Front Sight and its duly authorized officers and agents as Employee's agent and attorney in fact, to act for and in Employee's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent or trademark or copyright registrations thereon with the same legal force and effect as if executed by Employee. Employee hereby waives and irrevocably quitclaims to Front Sight any and all claims, of any nature whatsoever, which Employee now or hereafter has for infringement of any and all proprietary rights assigned to Front Sight.

**3.5** Employee hereby agrees that the Intellectual Property created by Employee during Employee's employment with Front Sight will be Employee's own original creation and that it will in no way infringe upon any rights of any other person or business entity.

**3.6** Employee understands that nothing in this Agreement is intended to grant any rights to Employee under any patent, trademark, copyright or other intellectual property right of Front Sight, nor will this Agreement grant Employee any rights in or to the Confidential Information of Front Sight, except as expressly set forth in this Agreement.

#### **4. LIMITED COVENANT NOT TO COMPETE**

**4.1** Employee acknowledges and agrees that in light of the substantial access to and contact with Front Sight's customers that Employee will have during Employee's employment with Front Sight and the fact that Employee will develop personal acquaintances and/or substantial relationships on behalf of Front Sight with those customers during Employee's employment and have access to Confidential Information about Front Sight's customers, Front Sight has an interest in protecting those customer relationships and goodwill from misappropriation by competitors both during Employee's employment and for a period of time after Employee's employment ends.

**4.2** Employee acknowledges and agrees that Front Sight has an interest in precluding Confidential Information from being used to its competitive disadvantage both during Employee's employment and after Employee's employment ends and that, notwithstanding the provisions of Section 2 above, in order to protect such information from misappropriation, it is necessary to restrict Employee's employment with competitors for a period of time following the termination of Employee's employment with Front Sight.

**4.3** Employee acknowledges and agrees that Front Sight provides goods and services to customers from all regions of the United States.

**4.4** Accordingly, Employee agrees that during Employee's employment with Front Sight and for a period of two (2) years after the termination of Employee's employment with Front Sight for any reason, Employee will not:

**4.4.1** Directly or indirectly accept employment with or render services to or on behalf of any person or entity that is engaged in any Restricted Business (as defined below) anywhere within the United States (the "Territory"); or

4.4.2 Directly or indirectly own, manage, operate, finance or control or participate in the ownership, management, operation, financing or control of, or be connected as a principal, agent, representative, consultant, advisor, investor, owner, partner, financier, manager or joint venture with, or permit Employee's name to be used by or in connection with, any Restricted Business anywhere in the Territory.

4.4.3 For purposes of this Agreement, "Restricted Business" shall mean, collectively or individually, defensive training facilities for personal safety offering courses including, without limitation, gun training, martial arts, edged weapons, contact weapons, mental awareness, children and youth safety courses, rope and rappelling courses, or any other business conducted by Front Sight in any material respect within the Territory, or any related business or any business competitive with any of the foregoing businesses. Notwithstanding the foregoing, the term "Restricted Business" shall not include a business, such as a manufacturer or wholesale distributor of equipment, that provides only goods (and not services) to other Restricted Businesses and does not provide or have, and neither controls nor is controlled by or under common control with nor has any material economic interest in any person or entity that provides or has, any goods or services to the customers of Front Sight or its other subsidiaries or of any Restricted Business either directly or indirectly, whether by subcontracting, assignments, referral arrangements or otherwise, or any material economic interest in any such person or entity.

4.5 Notwithstanding Section 4.4.1 above, or, to the extent applicable solely as a result of being an employee in such a business, Section 4.4.2 above, Employee may accept employment with and render services for a regional or national company or its affiliates that have operations outside and within the Territory so long as Employee is not based within the Territory and does not directly or indirectly provide any services for the benefit of or with respect to any existing or potential business location that is located or expected to be located within the Territory or that is doing or expected to do business anywhere within the Territory.

## 5. NON-SOLICITATION

5.1 During Employee's employment with Front Sight and for a period of twelve (12) months after the termination of Employee's employment with Front Sight for any reason, Employee agrees that Employee will not, directly or indirectly, on Employee's own behalf or in the service or on behalf of another individual, group, or business, take action to:

5.1.1 Solicit, divert, or appropriate, or attempt to solicit, divert, or appropriate, any person or entity that was a customer of Front Sight (or any of its predecessors) at any time during the twelve (12) months prior to the termination of Employee's employment to purchase or otherwise obtain the benefit or use of any products or services provided by Front Sight; or

5.1.2 Solicit, divert, or appropriate or attempt to solicit, divert, or appropriate, any current employee of Front Sight who is employed by Front Sight or was employed by Front Sight during the twelve (12) months prior to the termination of Employee's employment to accept employment with any person or entity engaged in any Restricted Business.

5.2 Employee understands that the restrictions and provisions of this Section 5 do not, and are not intended to, restrict Employee's ability to provide services to a former customer or client of Front Sight who voluntarily seeks products and/or services from Employee without any contact instigated by Employee.

## 6. NON-DISPARAGEMENT

Employee covenants and agrees that Employee will not at any time during or after Employee's employment with Front Sight make, publish or communicate to any Person or in any public forum any defamatory or disparaging remarks, comments or statements concerning Front Sight, its businesses, or any of their employees, officers, managers, members or existing and prospective customers, suppliers, investors and other associated third parties. **EMPLOYEE UNDERSTANDS THAT NOTHING IN THIS**

**AGREEMENT SHALL PROHIBIT EMPLOYEE FROM FILING A TIMELY CHARGE OR COMPLAINT, OR PARTICIPATING IN ANY INVESTIGATION OR PROCEEDING, WITH THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION ("EEOC") OR EQUIVALENT STATE AGENCY REGARDING ANY CLAIM OF EMPLOYMENT DISCRIMINATION, OR WITH THE NATIONAL LABOR RELATIONS BOARD.**

**7. ENFORCEMENT OF COVENANTS**

**7.1** Employee acknowledges and agrees that the covenants set forth in Sections 2, 3, 4, 5, and 6 ("Restrictive Covenants") of this Agreement are reasonable, that compliance with such covenants is necessary to protect the business and goodwill of Front Sight. Accordingly, in the event that Employee breaches any of the Restrictive Covenants, Employee agrees that Front Sight will have no adequate remedy at law and will suffer irreparable loss and damage thereby. Employee hereby further agrees that in the event of any such breach or violation, Front Sight's rights shall include, in addition to any and all other rights available to Front Sight at law or in equity, (i) the right to seek and obtain any and all injunctive relief or restraining orders available to it in courts of proper jurisdiction, so as to prohibit, bar, and restrain any and all such breaches or violations of the Agreement by Employee and (ii) the right to require Employee to hold in a constructive trust, account for, and pay over to Front Sight all compensation and other benefits which Employee may derive as a result of any act or omission which is a violation of any provision of this Agreement.

**7.2** The Restricted Period and other time restriction terms of the Restrictive Covenants shall be tolled and extended by one month for each month or portion of each month during which Employee is in violation of any Restrictive Covenant. If Front Sight initiates legal action to enforce a Restrictive Covenant and obtains an injunction against Employee, then the appropriate Restricted Period or other time restriction term will begin to run on the date that the injunction is entered.

**7.3** If any court or other tribunal of competent jurisdiction determines that any of the Restrictive Covenants is excessive in duration or scope or is unreasonable or unenforceable under the governing law, it is the intention of the parties that such restriction may be modified or amended by the court or tribunal to render it enforceable to the maximum extent permitted by the law.

**8. GENERAL**

**8.1** Employee acknowledges and agrees that the restrictions set forth in this Agreement are fair, reasonable and are reasonably required for the protection of legitimate business interests of Front Sight.

**8.2** The obligations, which Employee has accepted in this agreement shall survive the termination of Employee's employment by Front Sight.

**8.3** The provisions of this Agreement shall be severable, and in the event that any portion or provision of this Agreement is found by any court of competent jurisdiction to be unenforceable, in whole or in part, the remainder of this Agreement shall nevertheless be enforceable and binding on the parties.

**8.4** Except to the extent that federal law may preempt Nevada law, this Agreement and the rights and obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Nevada (without respect to its conflicts of law provisions). Employee further agrees that any dispute arising under this Agreement or otherwise out of Employee's employment with Front Sight shall be adjudicated by a court or other tribunal of competent jurisdiction, as dictated by the terms of this Agreement, within Nye County, Nevada, the location of Front Sight's principal place of business.

**8.5** This Agreement shall inure to the benefit of (and may be enforced by) Front Sight and each of their respective successors and assigns.

**8.6** Employee acknowledges that Employee's execution of this Agreement is a condition to Employee's continued employment with Front Sight and Employee's receipt of any other consideration that Employee may receive as a result of Employee's execution of this Agreement.

**8.7** Employee agrees that, during the term of the Employee's employment, Employee will not undertake preparations for competitive activity prohibited by this Agreement.

**8.8** Employee agrees that, if and when Employee's employment with Front Sight terminates, whether voluntarily or involuntarily, Employee will provide to any subsequent employer a copy of this Agreement. In addition, Employee further authorizes Front Sight to provide a copy of this Agreement to third parties, including but not limited to, Employee's subsequent, anticipated or possible future employer(s).

**8.9** This Agreement constitutes the entire agreement between the parties with regard to the matters expressed herein, and it cancels and supersedes all prior agreements, written or oral, with respect to the subject matter hereof unless otherwise specifically stated herein. This Agreement may be altered, amended, or modified only in writing signed by duly authorized representatives of both parties.

**8.10** Either party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, or prevent that party from thereafter enforcing such provision or provisions and each and every other provision of this Agreement.

**8.11** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and same instrument.

**8.12** This Agreement has been jointly prepared by all parties hereto and that have been provided the opportunity to have an attorney review the Agreement prior to signing it, whether or not Employee actually chose to utilize that opportunity. Employee acknowledges that the parties and their respective advisors believe the Agreement to be the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of or against any party.

**IN WITNESS WHEREOF**, Employee has signed this Agreement as of the        day of       , 202  

**EMPLOYEE:**

**FRONT SIGHT MANAGEMENT, LLC**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**By: Representative or Manager of Front Sight**

**ATTACHMENT A**

**LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP**

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
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8.1 Employee acknowledges that, if and when Employee's employment with Front Right Management, LLC is terminated, Employee shall provide to Front Right Management, LLC a copy of this Agreement to that party, including but not limited to, Employee's confidential, intellectual or proprietary information.

8.2 This Agreement constitutes the entire agreement between the parties with regard to the matter expressed herein, and it cancels and supersedes all prior agreements, written or oral, with respect to the subject matter herein, unless otherwise specifically stated herein. This Agreement may be altered, amended, or modified only in writing signed by both authorized representatives of both parties.

8.3 Both parties intend to enforce any provision of this Agreement shall not in any way be construed as a waiver of any other provision or provisions or prevent either party from thereafter enforcing such provision or provisions and each and every other provision of this Agreement.

8.4 The Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8.5 The Agreement has been jointly prepared by all parties herein and that each party has had the opportunity to have an attorney review the Agreement prior to signing it, whether or not Employee actually does so. Employee acknowledges that the parties and their respective advisors believe the Agreement to be the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of or against any party.

\_\_\_\_\_ No inventions, improvements, or authorships

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

Signature of Employee: \_\_\_\_\_

Print Name of Employee: \_\_\_\_\_

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