



EMPLOYMENT AGREEMENT

This **AGREEMENT** made this 3rd day of October 2025 between **Vine & Branch LLC** ("the Company") and Nate Mosher ("Employee").

Employee desires to be employed by the Company and the Company desires to employ Employee in a capacity in which Employee may receive or contribute to secret or confidential information of the Company including but not limited to lists of customers; contract terms; bidding information; pricing methods; methods of operation of the Company; and other documents or information which are required to be maintained in confidence for the continued success of the Company and its business (collectively, "Secret or Confidential Information").

Now, therefore, in consideration of Employee's employment by the Company, Employee agrees to the following:

Employee acknowledges that all Secret or Confidential Information is the exclusive property of the Company.

Employee agrees that no Secret or Confidential documents from a previous employment relationship, which by agreement from any previous employer are prohibited from use by employee, are in employee's possession or being utilized in the performance of job duties with the Company.

Employee shall not during the period of his or her employment by the Company or at any time thereafter disclose to any person, firm or corporation, or publish, or use for any purpose, any Secret or Confidential Information except as properly required in the ordinary course of business of the Company or as directed and authorized by the Company.

Upon the termination of his or her employment with the Company, for any reason whatsoever, Employee shall return and deliver forthwith to the Company any and all papers, books, records, document, memoranda and manuals, including all copies thereof, belonging to the Company or relating to its business, then in Employee's possession, whether prepared by Employee or others. If at any time after the termination of employment Employee determines that he or she has any Secret or Confidential Information, including all copies and portions thereof.

Employee agrees that, so long as he or she is employed by the Company, Employee shall devote his or her full business time and attention to the business of the Company and shall use his or her best efforts to promote its success.

In order to protect the Company's Secret or Confidential Information, Employee agrees that for the period he or she is employed by the Company and for a period of one (1) year following the termination of his or employment for any reason whatsoever, he or she will not engage in any business activities of any sort related to the indoor & outdoor seating and athletic equipment industry within a 100 mile radius of Tennessee for a period of one (1) year after the date of such termination, whether directly or indirectly, individually or as a principal, partner, agent, employee, or as a director or officer of any corporation or association, or in any other manner or capacity whatsoever except on behalf of the Company or as expressly authorized by the Company in writing.



In addition, Employee covenants that he or she will neither solicit, employ or cause to be employed, nor hire or cause to be hired, or in any other manner interfere with the relationship between the Company and its current employees during his or her employment period and for a one (1) year period following his or her termination for any reason whatsoever.

Employee recognizes and acknowledges that the scope and time limitations contained in this Agreement are reasonable and are properly required for the protection of the business interests of Company due to the knowledge acquired by Employee through his or her association with Company's business and the clients of the Company and those clients' close identification of Employee with Company. Employee acknowledges and understands that, as consideration for his or her execution of this Agreement and his or her agreement with the terms of the foregoing covenants, Employee shall be offered at-will employment and will receive other benefits from the Company in connection with his or her employment as defined by Company policy.

In the event of a breach or a threatened breach by Employee of the foregoing provisions, of this Agreement, the Company shall be entitled to an injunction restraining Employee from the commission of such breach, and to recover its attorneys' fees, costs and expenses related to the breach or threatened breach. Nothing herein contained shall be construed as prohibiting the Company from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages. These covenants and disclosures shall each be construed as independent of any other provisions in this Agreement, and the existence of any claim or cause of action by Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants and agreements.

This Agreement does not confer upon Employee any right to continue in the employment of the Company, nor does it affect in any way the Company's right to terminate his or her employment at any time. This agreement shall be governed by and enforced in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Employee

Signature

TOADVINE ENTERPRISES

Signature

Title: _____

Witness: _____

Date: _____