



Employee/Contractor Confidentiality and Non-Disclosure Agreement

1. Confidential and Proprietary Information

As an Authorized User and/or Administrator of Dayton Superior Corporation's (referred to as the Company) e-commerce tools (Dayton Access® and/or Dayton Superior Storefront™), you and your registered employees (referred to as Authorized Users) may have access to confidential information that is commercially valuable. Any unauthorized use or disclosure of this information would cause serious and irreparable injury to the Company.

Confidential and Proprietary Information includes, but is not limited to:

- Accounts Receivable information
- Pricing information
- Product information
- Available stock
- Open order information
- New product information
- Employee contact information
- any other information in any form (including all memoranda, notes, records, reports, manuals and any other documents, both hard copy and electronic data), which is not generally known to any competitor of the Company.

As an Authorized User, you agree you will not directly or indirectly use, divulge, disclose or communicate to any person, firm or corporation any Confidential and Proprietary Information, unless it is with the written permission of an officer of the Company.

2. Trade Secrets

As an Authorized User of Dayton Access and/or Dayton Superior Storefront, you may have access to trade secrets that are commercially valuable. Any unauthorized use or disclosure of these secrets would cause serious and irreparable injury to the Company.

Trade Secrets include, but are not limited to:

- Any and all ideas, practices, and/or manufacturing processes developed by the Company that procure economic value for the Company.
- Any and all ideas, practices, and/or manufacturing processes that procure economic value for the Company by not being readily known by legal means by any other person or business entity who could also derive value from them.

As an Authorized User, you agree that you will not directly or indirectly use, divulge, disclose or communicate to any person, firm or corporation any Trade Secrets, unless it is with the written permission of an officer of the Company.

3. Non-Disclosure

The Authorized User of Dayton Access acknowledges and understands that the Confidential and Proprietary Information and Trade Secrets are confidential, proprietary, and secret, and are of great value and importance to the success of Company business.

- a) The Authorized User of Dayton Access and/or Dayton Superior Storefront agrees to use his or her best efforts to safeguard the Confidential and Proprietary Information and Trade Secrets, and to prevent the unauthorized, negligent or inadvertent disclosure thereof.
- b) The Authorized User of Dayton Access and/or Dayton Superior Storefront shall not, without the prior written approval of an officer of the Company, directly or indirectly, disclose the Confidential and Proprietary Information and Trade Secrets to any other person or business entity.
- c) The Authorized User of Dayton Access and/or Dayton Superior Storefront shall promptly notify the Company in writing of any unauthorized, negligent or inadvertent disclosure of Confidential and Proprietary Information and Trade Secrets.
- d) The Authorized User of Dayton Access and/or Dayton Superior Storefront agrees not to disclose Confidential and Proprietary Information or any other information vital to the success of the Company after termination of employment or contract.
- e) The Authorized User of Dayton Access and/or Dayton Superior Storefront agrees never to disclose Trade Secrets or any other information vital to the success of the Company indefinitely after termination of employment or contract.
- f) The Authorized User of Dayton Access and/or Dayton Superior Storefront shall only use Confidential and Proprietary Information and Trade Secrets for the completion of his or her job duties, as specified in the contract, and never for his or her personal gain.
- g) The Authorized User of Dayton Access and/or Dayton Superior Storefront shall be liable under this Agreement to the Company for any disclosure in violation of this Agreement.

The Authorized User will designate an Administrator of registration for Dayton Access and/or Dayton Superior Storefront who accepts responsibility for compliance to this agreement by all registered users at your company and for disabling access for terminated employees in a timely manner.

In the event of a breach (or threat of a breach) of this Agreement, the Company is entitled to immediate and appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages.

Authorization to use Dayton Access and/or Dayton Superior Storefront is at the sole discretion of Dayton Superior Corporation, and this authorization can be revoked at any time with no notice.

The Authorized User acknowledges that this Agreement is reasonable in scope, area, and duration and is in the legitimate interest of the Company and its affiliates in protecting Confidential and Proprietary Information and Trade Secrets.