



NONCOMPETE AGREEMENT

This Noncompete Agreement (this "Agreement") is made effective as of April 25, 2011, by and between **Liberty Superior Design, Inc.**, of PO Box 1309, Hamilton, Ohio 45012, and Jay Sanford, of 2280 E Silver Palm Road, Boca Raton, FL 33432.

In this Agreement, the party who is requesting the non-competition from the other party shall be referred to as "**Liberty Superior Design Inc.**", and the party who is agreeing not to compete shall be referred to as "Jay Sanford".

Jay Sanford has engaged in a contract to provide consulting services for **Liberty Superior Design Inc.** The contract is dated to begin on **4/25/2011**.

1. **NONCOMPETE COVENANT.** For a period of 24 months after the effective date of this Agreement, Jay Sanford will not directly or indirectly engage in any business that competes with **Liberty Superior Design Inc.** This covenant shall apply to the geographical area that includes Not limited by geographic boundaries.
2. **NON-SOLICITATION COVENANT.** For a period of 24 months after the effective date of this Agreement, Jay Sanford will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services as are now provided to, any customer or client of **Liberty Superior Design Inc.**
3. **CONFIDENTIALITY.** Jay Sanford will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Jay Sanford, or divulge, disclose, or communicate in any manner any information that is proprietary to Liberty Superior. Jay Sanford will protect such information and treat it as strictly confidential. The obligation of Jay Sanford not to disclose confidential information shall continue for a period of 24 months after the effective date of this Agreement. Within 7 days after receiving a written request, Jay Sanford will return to **Liberty Superior Design Inc.** all records, notes, documentation and other items, that were used, created, or controlled by Jay Sanford, if any.
4. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.
5. **SEVERABILITY.** The parties have attempted to limit the noncompete provision so that it applies only to the extent necessary to protect legitimate business and property interests. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
6. **INJUNCTION / EQUITABLE REEMEDIES.** Jay Sanford agrees that it would be impossible or inadequate to assess, measure or calculate any potential damages incurred from any breach of the covenants set forth in this agreement. Accordingly, Jay Sanford agrees that if he/she breaches any such section of this agreement, **Liberty Superior Design Inc.** will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Addendum. Jay Sanford fully and thoroughly understands that according to the provisions set



Liberty Superior Design, Inc.
PO Box 1309 Hamilton, Ohio, 45012

forth by such injunction that compensatory damages may be awarded to **Liberty Superior Design Inc.**

7. **INTERFERENCE.** During the course of the Agreement and for a period of 24 months immediately following the expiration or termination of the Agreement for any reason, whether with or without good cause or for any or no cause, at the option of either party, with or without notice, Jay Sanford will not, either directly or indirectly, interfere with **Liberty Superior Design Inc.**'s contracts and relationships, or prospective contracts or relationships, including, but not limited to, **Cybernetic, Inc.** contracts and relationships.

8. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Ohio.

PROTECTED PARTY:
Liberty Superior Design, Inc

By: 
Steve Phillips
Director

NONCOMPETING PARTY:
Jay Sanford

By: _____
Jay Sanford
Consultant