Miami-Dade County, Florida · primeguardllc.office@pgpbiz.com · (786) 422-9674

NON-CIRCUMVENTION, NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT

Between PrimeGuard Preservation LLC and the undersigned Contractor

This Non-Circumvention, Non-Solicitation and Confidentiality Agreement (this "Agreement") is entered into by and between **PrimeGuard Preservation LLC**, a Florida limited liability company ("PrimeGuard"), and the undersigned individual or company ("Contractor"). PrimeGuard and Contractor are each a "Party" and together the "Parties."

1. PURPOSE

PrimeGuard operates a property services business that markets to, acquires, and schedules work for customers throughout Miami-Dade County, Florida. In the course of working with PrimeGuard, Contractor will be introduced to PrimeGuard customers and will receive information that is valuable and confidential to PrimeGuard. The Parties enter into this Agreement to protect that information and those customer relationships.

2. CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public information disclosed to or learned by Contractor through PrimeGuard, including: customer and client names, addresses, phone numbers, and email addresses; service locations and property access details; customer pricing, quotes, and payment terms; work orders and schedules; vendor rates and margins; marketing, sales, and business methods; and any other information that a reasonable person would understand to be confidential. Confidential Information does not include information that becomes publicly available through no fault of Contractor.

3. CONFIDENTIALITY OBLIGATIONS

Contractor agrees to: (a) hold all Confidential Information in strict confidence; (b) use Confidential Information only to perform work assigned by PrimeGuard; (c) not disclose Confidential Information to any third party without PrimeGuard's prior written consent; and (d) safeguard Confidential Information with at least the same care Contractor uses for its own confidential information. These obligations apply during the Parties' working relationship and survive for twenty-four (24) months after the last work order Contractor performs for PrimeGuard.

4. NON-CIRCUMVENTION

Contractor agrees not to circumvent, or attempt to circumvent, PrimeGuard in any way. Without limiting the foregoing, Contractor shall not, directly or indirectly: (a) accept work from, contract with, or provide services to any customer of PrimeGuard that Contractor was introduced to, learned of, or serviced through PrimeGuard, except through a work order issued by PrimeGuard; (b) encourage or assist any such customer to obtain services outside of PrimeGuard; or (c) communicate with any such customer about pricing or future work except as authorized by PrimeGuard in writing. This Section applies during the Parties' working relationship and for twenty-four (24) months after the last work order Contractor performs for PrimeGuard, to every customer Contractor was introduced to, learned of, or serviced through PrimeGuard.

5. NON-SOLICITATION

During the Parties' working relationship and for twenty-four (24) months afterward, Contractor shall not, directly or indirectly: (a) solicit any PrimeGuard customer for services of the type PrimeGuard provides; or (b) solicit, recruit, or hire any PrimeGuard employee, or any other PrimeGuard contractor, for the purpose of diverting business away from PrimeGuard.

6. EXCEPTIONS

This Agreement does not restrict Contractor from: (a) performing work for customers Contractor can document it served independently before being introduced through PrimeGuard; (b) advertising its services to the general public; or (c) disclosing information when required by law or court order, provided Contractor gives PrimeGuard prompt written notice when legally permitted.

7. REMEDIES

Contractor acknowledges that a breach of this Agreement may cause PrimeGuard harm that is difficult to measure, and that in addition to any other rights or remedies available at law or in equity, PrimeGuard is entitled to seek injunctive relief without the necessity of posting a bond, and to recover its reasonable attorneys' fees and costs incurred in enforcing this Agreement.

8. GENERAL PROVISIONS

Governing law. This Agreement is governed by the laws of the State of Florida, and any dispute shall be brought in the state or federal courts located in Miami-Dade County, Florida. **Severability.** If any provision of this Agreement is held unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full effect. **Entire agreement.** This Agreement is the entire agreement between the Parties regarding its subject matter and may only be amended in a writing signed by both Parties. **Electronic signatures.** Electronic and typed signatures on this Agreement are binding and have the same effect as handwritten signatures.

AGREED AND ACCEPTED:

Contractor Signature Date

Print Name Business Name (if any)

PrimeGuard Preservation LLC — Signature Date

Print Name and Title