



NON-COMPETITION/NON-DISCLOSURE/CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

This Non-Competition, Confidentiality and Non-Solicitation Agreement (“Agreement”), by and between Reimagine Resources, LLC, “Reimagine Resources”, and _____ (“Contractor or Employee”), is hereby made and entered into this _____ (Date).

WHEREAS, in consideration for execution of this Agreement, Contractor or Employee specifically acknowledges and agrees that Contractor or Employee will be employed by Reimagine Resources in a capacity in which Contractor or Employee has or will have trade secrets and other confidential information (as defined herein) related to the products and services of Reimagine Resources, specifically including but not limited to its marketing, cost, profit, sales, client lists and distribution information, which would not otherwise be made available to Reimagine Resources but for Contractor’s or Employee’s relationship with Reimagine Resources; and

WHEREAS, Contractor or Employee acknowledges that Reimagine Resources has expended substantial time and effort in establishing relationships with its clients, creating and testing equipment services or sales processes and building referral networks and that such relationships, processes and referral networks, along with other trade secrets and other confidential information, constitute valued property of Reimagine Resources; and

WHEREAS, Contractor or Employee acknowledges that in addition to the wages, and other benefits paid in connection with Contractor’s or Employee’s employment by Reimagine Resources, Contractor or Employee will obtain valuable training and exposure in the fitness and outdoor equipment and services industry through exposure to and working with Reimagine Resources’ employees, contractors, and clients.

NOW, THEREFORE, in consideration of Contractor’s or Employee’s contract or employment, and the premises and mutual covenants and representations made herein, the receipt, adequacy, and sufficiency of which is hereby specifically acknowledged and agreed to by Contractor or Employee, the parties hereto agree as follows:

1. Trade Secrets, Confidentiality and Non-Disclosure Acknowledgments.

(a) Contractor or Employee agrees that during and forever following Contractor’s or Employee’s contract or employment with Reimagine Resources, Contractor or Employee shall hold in strictest confidence, and shall neither (i) divulge or convey any trade secrets or confidential information, as defined in this Agreement, to any entity or individual, except as either may be expressly authorized in writing by Reimagine Resources or required in the course of the performance of the Contractor’s or Employee’s duties for Reimagine Resources, nor (ii) use any confidential information for Contractor’s or Employee’s our own benefit or the benefit of any other entity or individual.

(b) As used in this Agreement, “confidential information” includes, but is not limited to, the following: cost, profit, and sales information; client, customer, and partnership lists, including existing and potential client information; phone numbers, addresses, marketing information, and the like; supplier lists, including existing and potential supplier information; services pricing and marketing plans; unpublished financial statements and other financial information, including financing, pricing, profitability information, budgets, projections, costs, licenses, and forecasts; sales and marketing information including reports, strategies, techniques, plans and contacts; proprietary informational systems (i.e., any hardware and software systems utilized by Reimagine Resources); information relating to computer hardware, software, programs, inventions, improvements, data, reports and manuals; and any other information designated by Reimagine Resources as confidential or proprietary in nature.

(c) As used in this Agreement, the term “trade secret” means information including, but not limited to, a design, formula, pattern, compilation, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and (2) is the subject of some efforts that are reasonable under the circumstances to maintain its secrecy.

(d) Contractor or Employee acknowledges that Reimagine Resources confidential information and trade secrets have been created, discovered or developed by, or have otherwise become known to Reimagine Resources, or is information in which property rights have been assigned or otherwise conveyed to Reimagine Resources. Reimagine Resources and Contractor or Employee specifically agree and acknowledge that any and all confidential information or trade secrets provided by Reimagine Resources, or otherwise obtained by Contractor or Employee during employment with Reimagine Resources, are proprietary, unique and commercially sensitive in nature, represents in many instances advances in state of the art technology and design, and has been developed over time and reflects a substantial investment by Reimagine Resources. Contractor or Employee further acknowledges that the trade secrets provided by Reimagine Resources are not a matter of public or general knowledge in the industry and that Reimagine Resources derives economic value (actual or potential) from such information. Contractor or Employee also acknowledges Reimagine Resources maintains substantial secrecy concerning the confidential information and trade secrets and that, absent disclosure by Reimagine Resources to Contractor or Employee, Contractor or Employee could not otherwise have readily ascertained by proper means, and/or have acquired knowledge of such confidential information and trade secrets.

(e) Confidential Information does not include information which has been made publicly available or placed in the public domain by means that do not violate this provision.

2. Return of All Company Property and Information.

Immediately upon termination of Contractor’s or Employee’s contract or employment with Reimagine Resources, whether voluntary or involuntary, or at any other time designated or requested by Reimagine Resources, Contractor or Employee will immediately surrender to Reimagine Resources, without demand, all originals and all copies of any documents, reports,

notes, manuals, memoranda, blueprints, drawings, designs, prototypes, records, photographs, or other items (whether maintained in tangible, documentary form, or in computer memory or other electronic format) in the Contractor's or Employee's possession or under the Contractor's or Employee's control that contain or reflect any Confidential Information. In addition, at the time the Contractor's or Employee's employment ends, the Contractor or Employee shall promptly return all Company property, such as files, desktop or laptop computers, software, access cards, cell phones, and pagers. Unless specifically authorized in writing, Contractor or Employee understands that there is no authority to keep and/or retain any Confidential Information, either in original format or any copy, whether as a document or computer file format.

3. Non-Solicitation/Non-Compete Covenants of Contractor or Employee.

(a) Non-Solicitation – Contractor or Employee. For a period of two (2) years following Contractor's or Employee's resignation or termination for any reason, Contractor or Employee shall not, directly or indirectly, whether for Contractor's or Employee's own benefit or for the benefit of any other entity or individual, (i) solicit, encourage, or in any way influence any person employed by, or engaged to render services on behalf of Reimagine Resources to leave Reimagine Resources, or to solicit, encourage or influence said person to engage in any activity contrary to or conflicting with the interests of Reimagine Resources; (ii) hire away any person contracted or employed by, or engaged to render services on behalf of Reimagine Resources; or (iii) otherwise interfere in any way in Reimagine Resources' relationship with any person who is employed by, or engaged to render services on behalf of Reimagine Resources. During the Restricted Period prescribed in this paragraph, Contractor or Employee agrees to immediately inform and disclose to Reimagine Resources any contact from any contractor or employee of Reimagine Resources regarding any potential contract or employment.

(b) Non-Compete Upon Resignation or Termination. For a period of two (2) years, commencing upon the date of Contractor's or Employee's resignation of contract or employment or termination, Contractor or Employee shall not, directly or indirectly, compete with Reimagine Resources by accepting a position as a contractor or employee, partner, stockholder, director, officer, member, joint venturer, investor, lender, consultant, independent contractor or in any other capacity whatsoever (other than a holder of less than 5% of any class of such an entity's outstanding publicly-traded securities) with any person, company, partnership, corporation or entity that solicits or intends to solicit any of the Contractor or Employee of Reimagine Resources or solicits or intends to solicit any of the Clients or Customers of Reimagine Resources, to provide the same or similar second hand resale or fitness or workout equipment, sale of fitness equipment, fitness repair services, or the like as Reimagine Resources. Further, Contractor or Employee may not, for a period of two (2) years, commencing upon the date of Contractor's or Employee's resignation of contract or employment or termination, directly or indirectly, compete with Reimagine Resources by accepting a position as a contractor, employee, partner, stockholder, director, officer, member, joint venturer, investor, lender, consultant, independent contractor or in any other capacity whatsoever with any Client.

(c) Non-Solicit of Clients Upon Resignation or Termination. For a period of three (3) years, commencing upon the date of Contractor's or Employee's resignation of contractor or employee or termination, Contractor or Employee shall not, directly or indirectly, solicit any

person, company, partnership, corporation or entity (including federal, state and local governments) who was a Client or Customer of Reimagine Resources.

(d) Reasonableness of Scope and Duration. The parties hereto agree that the covenants and agreements contained herein are, taken as a whole, reasonable in their scope and duration, and no party shall raise any issue of the reasonableness of the scope or duration of any such covenants in any proceeding to enforce any such covenants. If, however, any court having competent jurisdiction finds that any such covenants, duties or restrictions are unreasonable, whether because they are (or any one of them is) too broad or otherwise, then, with respect to the jurisdiction of such court, such covenants, duties or restrictions shall be deemed amended as to extent, time, geographic areas or otherwise in any manner considered reasonable by such court, so that, as so amended, they shall be effective and enforced; provided, however, nothing contained herein or otherwise shall limit Reimagine Resources' ability to seek full enforcement of the terms of this Agreement.

(e) Definition of Client. For the purposes of this Agreement, Client shall mean any client or customer of Reimagine Resources who was a client or customer of Reimagine Resources' at any time twenty-four (24) months prior to the Contractor's or Employee's resignation or termination from Reimagine Resources'.

4. Effect of Breach.

Contractor or Employee agrees that in the event of any threatened, intended or actual breach of this Agreement by Contractor or Employee, Reimagine Resources will suffer irreparable damage, the exact amount of which may be impossible to ascertain, and for that reason, Contractor or Employee further agrees that Reimagine Resources shall be entitled, in addition to reasonable attorneys' fees, costs and remedies otherwise available to Reimagine Resources at law or in equity, to injunctions, both temporary, preliminary and permanent, enjoining and restraining such threatened, intended or actual breach. Contractor or Employee acknowledges that in addition to injunctive relief, Reimagine Resources may recover monetary damages such as those related to misappropriation, actual damages and unjust enrichment and, in appropriate circumstances, exemplary damages in accord with the Uniform Trade Secrets Act and/or other remedies available at law or equity.

5. Contractor's or Employee's Understandings.

Contractor or Employee acknowledges that (a) separate and distinct promises in this Agreement are reasonable and necessary in order to protect Reimagine Resources' legitimate business interest; (b) the enforcement of a remedy by way of injunction will not prevent Contractor or Employee from earning a livelihood.

6. Extension.

In the event Contractor or Employee violates any one or more of the promises and covenants contained in this Agreement, and in addition to all other remedies either at law or equity, a court of competent jurisdiction may extend the term of each such promise so violated

for a period of time equal to and commensurate with the period of breach by the Contractor or Employee during the Restricted Period.

7. Non-waiver.

The failure in one or more instance of Reimagine Resources to insist upon performance of one or more of the terms or conditions of this Agreement, to exercise any right or privilege herein conferred, or the waiver by Reimagine Resources of any breach of any of the terms or conditions of this Agreement shall not be construed as a subsequent waiver by Reimagine Resources of any subsequent breach of any of such terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

8. Savings and Severability Clause.

(a) Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law or to be contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future statute, law, government regulation or ordinance contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement affected shall be curtailed and restricted only to the extent necessary to bring them within legal requirements.

(b) It is the intention of the parties to restrict Contractor's or Employee's activities only to the extent necessary for the protection of Reimagine Resources' legitimate business interests. If any one or more of the provisions of this Agreement shall for any reason be held to be excessively broad as to time, duration, geographical scope, activity, or subject, each such provision shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law then in force.

9. Assignment.

The obligations under this Agreement shall be binding on Contractor or Employee and Contractor's or Employee's executors, heirs, assigns and legal representatives. Furthermore, this Agreement shall inure to the benefit of Reimagine Resources and its successors and assigns. In the event of any sale or other disposition of Reimagine Resources, this Agreement may be assigned and transferred to such purchaser or assignee and in such event, Contractor or Employee shall become a contractor or employee of such purchaser or assignee upon and subject to the terms and conditions of this Agreement. Contractor or Employee understands and agrees that this Agreement is such person's personal Agreement and cannot be assigned by Contractor or Employee.

10. Contract or Employment Remains At-Will.

Reimagine Resources and Contractor or Employee specifically agree and acknowledge that nothing contained within this Agreement shall alter in any manner Contractor's or Employee's status as an at-will contractor or employee. Unless otherwise agreed to in a separate written agreement signed by Reimagine Resources and Contractor or Employee, both Reimagine

Resources and Contractor or Employee remain free at all times to voluntarily terminate the contract or employment relationship at any time and for any reason not prohibited by law.

11. Disclosure of Existence of Agreement.

In order to preserve Reimagine Resources' rights under this Agreement, Reimagine Resources may advise any third party of the existence of this Agreement and of its terms and may provide such third party copies hereof, and Reimagine Resources shall have no liability for doing so.

12. Construction.

This Agreement shall be governed by, and construed and interpreted according to, the laws of the State of Missouri and whenever possible, each provision herein shall be interpreted in such manner as to be effective or valid under applicable law. Venue shall be in St. Louis County, Missouri.

13. Modification.

This Agreement contains the parties' complete understanding regarding the subject matters contained herein, and there are no other agreements, oral or written, pertaining to the subject matters of this Agreement. Except as otherwise provided in this Agreement, any future amendments, changes or modifications to this Agreement must be in writing and signed by the parties.

14. Headings.

Paragraph headings are for reference purposes only and do not restrict or limit in any way any subject matters contained in this Agreement.

15. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be binding on them and their respective legal representatives. Any amendments or alternative or supplementary provisions must be in writing and be duly executed by each of the parties hereto or by an authorized representative or agent of each of the parties hereto.

16. Acknowledgments.

BY SIGNING THIS AGREEMENT, CONTRACTOR OR EMPLOYEE ACKNOWLEDGES THAT HE/SHE HAS READ THE AGREEMENT, THAT HE/SHE UNDERSTANDS THE AGREEMENT AND INTENDS TO FULFILL EACH AND EVERY ONE OF THE PROMISES IN THIS AGREEMENT, THAT CONTRACTOR OR EMPLOYEE UNDERSTANDS THAT THIS IS A LEGALLY BINDING AGREEMENT, THAT CONTRACTOR OR EMPLOYEE HAS RECEIVED A COPY OF THIS AGREEMENT AND

THAT CONTRACTOR OR EMPLOYEE UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THE PROMISES MADE HEREIN ARE REASONABLE AND NECESSARY TO PROTECT REIMAGINE RESOURCES' LEGITIMATE BUSINESS INTERESTS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year set forth below.

REIMAGINE RESOURCES, LLC

CONTRACTOR OR EMPLOYEE

Juliana Scheidhauer, Founder & CEO
Signature

Contractor's or Employee's

Contractor's or Employee's Printed Name

Date: _____