



Reimagine Resources, LLC Universal Confidentiality, Trade Secrets, Proprietary Information, Data Security, and Intellectual Property Agreement

This Universal Confidentiality, Trade Secrets, Proprietary Information, Data Security, and Intellectual Property Agreement (the “Agreement”) is made and entered into as of _____ (the “Effective Date”), by and between Reimagine Resources, LLC, a Missouri limited liability company at 781 Rudder Road, Fenton, MO 63026, together with its parents, subsidiaries, affiliates, related entities, successors, and assigns (collectively, the “Company”), and _____ (“Recipient”).

For purposes of this Agreement, “Recipient” includes any employee, prospective employee, independent contractor, consultant, subcontractor, vendor, service provider, referral partner, advisor, project partner, or other person or entity receiving access to Company information.

1. Purpose

1.1 The Company may disclose to Recipient certain non-public information relating to its business, customers, prospects, pricing, margins, compensation structures, software systems, internal workflows, methods, vendor and manufacturer relationships, project delivery processes, training materials, strategic plans, and other proprietary matters.

1.2 Recipient acknowledges that the Company has legitimate business interests in protecting its Confidential Information, Trade Secrets, Proprietary Information, customer goodwill, internal methods, operational know-how, business relationships, and intellectual property.

1.3 As consideration for this Agreement, Recipient may receive access to Company information, business opportunities, compensation, project participation, evaluation materials, systems access, training, or other valuable consideration.



2. Definitions

2.1 “Confidential Information” means any non-public, confidential, proprietary, commercially valuable, or competitively sensitive information of or concerning the Company, whether disclosed orally, visually, in writing, electronically, digitally, physically, or in any other form, whether or not marked confidential.

2.2 Confidential Information includes, without limitation:

- customer and prospect identities, contacts, purchasing activity, project history, service history, and decision-maker information;
- pricing, quotes, proposals, bid strategies, cost structures, margins, rebates, profitability information, budgets, financial information, and business plans;
- commissions, bonuses, compensation methods, pay structures, independent contractor rates, subcontractor pricing, role economics, and other non-public compensation or workforce economics information, subject to applicable law;
- organizational structure, management hierarchy, reporting relationships, staffing models, role structures, hiring plans, recruiting priorities, and internal workforce planning;
- sales methods, lead-generation methods, account strategies, proposal methods, project management methods, logistics methods, installation methods, maintenance methods, repair methods, warranty methods, service methods, and asset-management methods;
- training materials, manuals, templates, forms, standard operating procedures, checklists, internal playbooks, scripts, quality-control methods, and process documentation;
- software systems, CRM configuration, quoting workflows, file structures, reporting dashboards, automations, permissions, access controls, communication workflows, internal data architecture, and technology configuration;
- supplier, manufacturer, dealer, distributor, subcontractor, referral source, service provider, consultant, and strategic partner information;
- strategic plans, expansion plans, territory plans, market analyses, new offerings, business development plans, and other strategic information;



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- trade secrets, inventions, know-how, methods, formulas, compilations, process logic, workflow logic, and operational sequencing; and
- any third-party information the Company is obligated to keep confidential.

2.3 “Trade Secrets” means all information qualifying as a trade secret under applicable law.

2.4 “Proprietary Information” means Confidential Information, Trade Secrets, and all other non-public information relating to the Company’s business, whether or not such information independently qualifies as a trade secret.

2.5 “Company Systems” means all Company-owned, licensed, approved, used, or controlled systems, software, platforms, databases, applications, devices, equipment, accounts, storage environments, communication tools, networks, and technology resources.

2.6 “Company Property” means all documents, devices, files, credentials, access rights, materials, records, data, and other property belonging to or used by the Company.

2.7 “Work Product” means all inventions, discoveries, improvements, processes, methods, materials, documents, forms, manuals, reports, analyses, designs, writings, software, templates, compilations, photographs, videos, training content, and other deliverables created, authored, conceived, developed, reduced to practice, or delivered by Recipient alone or with others for, on behalf of, or in connection with the Company, using Company resources, or relating to the Company’s actual or anticipated business.

3. Confidentiality and Non-Use

3.1 Recipient shall hold all Confidential Information, Trade Secrets, and Proprietary Information in strict confidence during the relationship with the Company and at all times thereafter.



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3.2 Recipient shall not directly or indirectly disclose, copy, reproduce, summarize, transfer, transmit, upload, download, store, retain, photograph, screenshot, text, use, exploit, remove, publish, or permit access to any Confidential Information, Trade Secrets, or Proprietary Information except as strictly necessary for an authorized Company purpose or as expressly authorized in writing by the Company.

3.3 Recipient shall not use Company information for Recipient's own benefit or for the benefit of any third party.

3.4 Recipient shall protect Company information using at least reasonable care and, in any event, with no less care than Recipient uses to protect Recipient's own most sensitive confidential information.

4. Protected Legal Activity

4.1 Nothing in this Agreement prohibits disclosures or activities protected by law, including reporting possible legal violations, participating in government investigations, making truthful statements as protected by law, or engaging in legally protected communications.

4.2 Nothing in this Agreement is intended to prohibit legally protected discussions of wages, hours, or working conditions where applicable law provides such rights.

4.3 Nothing in this Agreement prohibits disclosure of Trade Secrets to a government official or attorney in confidence solely for the purpose of reporting or investigating a suspected legal violation, or in a court filing made under seal, to the extent permitted by law.

5. Systems, Software, and Data Security

5.1 Recipient shall use Company Systems only for authorized business purposes.



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5.2 Recipient shall comply with Company requirements regarding passwords, multifactor authentication, software use, email, messaging, storage, downloads, file sharing, remote access, document retention, and cybersecurity.

5.3 Recipient shall not install unauthorized software, use unauthorized applications, route Company information through personal systems, or store Company information on personal or third-party systems not approved by the Company, except as expressly authorized in writing.

5.4 Recipient shall not share passwords, access credentials, tokens, or account access with unauthorized persons.

5.5 Recipient shall not input, upload, process, summarize, analyze, generate from, or store Company Confidential Information in artificial intelligence tools, external automation tools, public platforms, or unapproved third-party technology tools except as expressly approved in writing by the Company.

5.6 Recipient acknowledges that the identity of the software used by the Company, the manner in which such software is configured, the workflows used inside those systems, the data structures maintained by the Company, and the Company's internal operational sequencing are Confidential Information and may constitute Trade Secrets.

5.7 Recipient shall immediately notify the Company of any known or suspected unauthorized access, disclosure, theft, loss, corruption, system compromise, or security incident involving Company information or Company Systems.

6. Company Structure, Compensation, and Process Protection

6.1 To the fullest extent permitted by law, the following shall be treated as Confidential Information: non-public information regarding compensation methods, commission logic, bonuses, pay structures, staffing economics, contractor rates, subcontractor pricing, internal role economics,



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reporting relationships, management hierarchy, team structure, organizational design, strategic assignments, customer allocation, territory planning, and workforce planning.

6.2 Recipient acknowledges that the Company's non-public methods of sourcing, pricing, selling, quoting, servicing, installing, maintaining, repairing, dispatching, managing warranties, managing projects, and coordinating logistics may derive independent economic value from not being generally known and may constitute Trade Secrets.

6.3 Recipient shall not reverse engineer, replicate, teach, commercialize, publish, or use for any unauthorized purpose the Company's non-public methods, templates, forms, checklists, playbooks, workflows, scripts, manuals, or operating methods.

7. Return, Deletion, and Certification

7.1 All Company Property and all materials containing, reflecting, derived from, or incorporating Company information shall remain the sole and exclusive property of the Company.

7.2 Upon request, reassignment, suspension of access, completion of services, or termination of the relationship for any reason, Recipient shall immediately return all Company Property and permanently delete or surrender, as directed by the Company and to the extent permitted by law, all Company information in Recipient's possession, custody, or control.

7.3 This obligation includes information stored on personal devices, personal email accounts, cloud storage, messaging platforms, external drives, local downloads, backups, and third-party systems.

7.4 Recipient shall not retain copies, extracts, summaries, notes, screenshots, customer lists, contact exports, pricing sheets, templates, manuals, process documents, login credentials, or derivative materials containing Company information.



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7.5 Upon request, Recipient shall certify in writing that Recipient has fully complied with this Section.

8. Work Product and Intellectual Property

8.1 To the fullest extent permitted by law, all Work Product shall be works made for hire where legally permitted and shall otherwise be the sole and exclusive property of the Company.

8.2 Recipient hereby irrevocably assigns to the Company all right, title, and interest in and to all Work Product and all related intellectual property and proprietary rights, including patent, copyright, trademark, trade secret, and other similar rights throughout the world.

8.3 Recipient shall execute documents and take actions reasonably requested by the Company to confirm, perfect, enforce, or defend the Company's rights.

8.4 To the extent any rights cannot legally be assigned, Recipient grants the Company an exclusive, perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free, fully paid-up license to use, reproduce, adapt, modify, publish, distribute, display, perform, enforce, and otherwise exploit such rights.

9. No Misuse of Third-Party Rights

9.1 Recipient shall not use, disclose, upload, transmit, or bring onto Company Systems any confidential, proprietary, or trade secret information of any former employer, principal, client, vendor, manufacturer, or other third party except as lawfully authorized.

9.2 Recipient represents that entering into this Agreement does not require Recipient to violate any other enforceable obligation known to Recipient, except as disclosed in writing before signing.



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10. Monitoring, Cooperation, and Audit

10.1 To the fullest extent permitted by law, Recipient understands that the Company may monitor, log, preserve, retrieve, review, or audit the use of Company Systems, Company devices, Company accounts, and Company data for business, legal, operational, quality-control, compliance, and security purposes.

10.2 Recipient shall cooperate with reasonable Company requests to confirm compliance with this Agreement, including identifying where Company information may reside, confirming deletion, producing Company materials, and assisting with transition and access-control measures.

11. Equitable Relief and Remedies

11.1 Recipient acknowledges that any breach or threatened breach of this Agreement may cause immediate and irreparable harm to the Company, including harm to customer relationships, pricing integrity, workforce stability, strategic plans, Trade Secrets, and competitive position.

11.2 The Company shall be entitled to seek temporary, preliminary, and permanent injunctive relief, specific performance, recovery of Company Property, and all other available legal and equitable remedies to the fullest extent permitted by law.

12. Governing Law; Venue; Nationwide Use

12.1 The Company is based in St. Louis, Missouri, and this Agreement is intended for use with Recipients located in multiple states across the United States.

12.2 Except to the extent displaced or prohibited by mandatory local law, this Agreement shall be governed by the laws of the State of Missouri, without regard to conflict-of-law principles.



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12.3 Except to the extent prohibited by mandatory local law, any action arising out of or relating to this Agreement may be brought in any state or federal court located in or serving St. Louis County, Missouri, and the parties consent to personal jurisdiction and venue there.

12.4 If any provision of this Agreement is subject to limitation, narrowing, or non-enforcement under applicable law, the provision shall be interpreted and enforced only to the minimum extent required while preserving the Company's lawful protections to the greatest extent permitted.

13. General

13.1 This Agreement supplements any separate contractor agreement, employment agreement, offer letter, subcontract, purchase order, statement of work, handbook, policy, software-use policy, or intellectual-property agreement between the parties, unless a later signed writing expressly states otherwise.

13.2 The confidentiality, trade secret, systems, data security, return-of-property, monitoring, cooperation, and intellectual-property obligations in this Agreement shall survive the end of the relationship between the Company and Recipient.

13.3 If any provision of this Agreement is held invalid, unenforceable, or overbroad, it shall be construed, narrowed, or reformed only to the minimum extent necessary to make it enforceable while preserving the Company's lawful protections to the greatest extent permitted.

13.4 No amendment to this Agreement shall be effective unless in writing and signed by Recipient and an authorized representative of the Company.

14. Acknowledgment and Signatures

BY SIGNING BELOW, RECIPIENT ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT CAREFULLY, UNDERSTANDS IT, HAS HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL IF



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DESIRED, UNDERSTANDS THAT THIS AGREEMENT IS LEGALLY BINDING, AND AGREES TO BE BOUND BY ITS TERMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

REIMAGINE RESOURCES, LLC

By: _____ Date: _____

Name: Juliana Scheidhauer

Title: Founder & CEO

RECIPIENT

Signature: _____ Date: _____

Printed Name: _____

Entity Name (if applicable): _____

Title/Role (if applicable): _____

Recipient Address: _____

Recipient Email: _____