REIMAGINE RESOURCES

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

This Restrictive Covenant, Confidentiality, Non-Solicitation, Non-Interference, and Intellectual Property Agreement (this "Agreement") is made and entered into as of , ________________ (the "Effective Date"), by and between **Reimagine Resources, LLC**, together with its parents, subsidiaries, affiliates, related entities, successors, and assigns (collectively, the "Company"), and ("Worker").

1. Purpose and Consideration

1.1 The Company is engaged in the business of fitness equipment sales, sourcing, procurement, resale, consulting, delivery, installation, maintenance, repair, warranty management, asset management, project management, logistics coordination, service operations, and related business activities, directly and through employees, contractors, subcontractors, channel relationships, and strategic partnerships.

1.2 In connection with Worker's employment or engagement, Worker will receive and be entrusted with compensation, commissions, training, access to Company customers and prospects, access to territory opportunities, operational knowledge, pricing and margin information, referral relationships, vendor and manufacturer information, Company systems, and other Confidential Information and Trade Secrets belonging to the Company.

1.3 Worker acknowledges that the Company has legitimate business interests in protecting its Trade Secrets, Confidential Information, customer goodwill, prospective business opportunities, relationships, workforce stability, strategic plans, business methods, and other proprietary interests developed at substantial cost and effort.

1.4 The consideration supporting this Agreement includes, as applicable, initial employment or engagement, continued employment or engagement where lawful, compensation, commissions, access to opportunities, access to Company Confidential Information, specialized training, access to clients and prospects, and any additional consideration set forth in an offer letter, compensation plan, contractor agreement, territory assignment, bonus plan, equity arrangement, or other written agreement.

1.5 If applicable law requires special notice, a review period, notice of the right to consult counsel, compensation thresholds, independent consideration, or any similar prerequisite to enforceability, then those requirements shall be satisfied and are incorporated into this Agreement by reference to the extent necessary.

2. Definitions

For purposes of this Agreement, the following terms have the meanings below:

2.1 "Confidential Information" means any non-public, confidential, proprietary, commercially valuable, or competitively sensitive information of or concerning the Company, whether in oral, written, visual, electronic, digital, or other form, and whether or not marked confidential, including without limitation: customer and prospect identities and information; contact information; pricing; quoting methods; costs; margins; rebates; compensation structures; commissions; forecasts; budgets; financial information; proposals; bids; RFPs and responses; service histories; project details; site information; installation methods; maintenance and repair procedures; warranty information; operational workflows; training content; systems; software;

databases; internal communications; playbooks; strategic plans; expansion plans; territory plans; market information; vendor, supplier, subcontractor, manufacturer, and partner information; and any information the Company is obligated to keep confidential for clients, prospects, vendors, or business partners.

2.2 "Trade Secrets" means all information qualifying as a trade secret under any applicable law.

2.3 "Protected Client" means any current, former, or prospective customer, client, account, facility, referral source, strategic partner, government entity, lead, opportunity, or channel relationship of the Company that, during the twenty-four (24) months preceding the end of Worker's relationship with the Company, Worker directly or indirectly contacted, solicited, supported, serviced, sold to, managed, supervised, coordinated for, learned about through Confidential Information, or materially assisted with respect to pricing, proposals, bids, project execution, warranty support, maintenance, repair, installation, delivery, account strategy, or relationship development.

2.4 "Protected Prospect" means any prospective customer, account, project, RFP, bid opportunity, referral relationship, or business opportunity that the Company actively pursued, prepared, quoted, priced, negotiated, planned for, or developed during the twenty-four (24) months preceding the end of Worker's relationship with the Company, and with which Worker had direct or indirect involvement or about which Worker received Confidential Information.

2.5 "Protected Worker" means any employee, contractor, consultant, sales representative, service provider, manager, recruiter, or other worker engaged by the Company with whom Worker worked, whose responsibilities or compensation Worker learned through Confidential Information, or whose relationship with the Company Worker could influence during the twenty-four (24) months preceding the end of Worker's relationship with the Company.

2.6 "Protected Territory" means each city, metropolitan area, county, state, province, country, or other geographic area in which, during the twelve (12) months preceding the end of Worker's relationship with the Company, Worker: (a) performed services for the Company; (b) supervised, coordinated, or managed services for the Company; (c) solicited business; (d) held sales, service, installation, project, or operational responsibility; (e) managed, supported, or interacted with accounts, prospects, referral sources, or business opportunities; or (f) obtained Confidential Information relating to the Company's business opportunities, pricing, customers, prospects, operations, or strategic plans in that area.

For the avoidance of doubt, Protected Territory specifically includes any area in which Worker worked for or on behalf of the Company, was assigned by the Company, or supported Company business, whether temporarily or continuously, including without limitation the Chicago, Illinois metropolitan area; Houston, Texas metropolitan area; Nashville, Tennessee metropolitan area; Kansas City metropolitan area in Missouri and Kansas; St. Louis metropolitan area; and any other city, county, metropolitan area, state, province, or country in which Worker performed work, serviced accounts, installed or repaired equipment, sold or supported Company services, managed projects, developed business, or had responsibility for Company relationships or opportunities.

2.7 "Competitive Services" means any products or services that are the same as, substantially similar to, or competitive with the products or services the Company offered, marketed, sold, sourced, consulted on, installed, maintained, repaired, managed, coordinated, or planned during Worker's relationship with the Company and with which Worker was involved or about which Worker obtained Confidential Information.

2.8 "Restricted Period" means each period stated in Sections 8, 9, and 10, as narrowed, modified, or limited to the extent required by applicable law.

3. Confidentiality and Non-Disclosure

3.1 Worker shall hold all Confidential Information and Trade Secrets in strict confidence during Worker's relationship with the Company and at all times thereafter.

3.2 Worker shall not, directly or indirectly, disclose, transmit, use, copy, retain, remove, download, upload, store, transfer, summarize, exploit, or permit access to any Confidential Information or Trade Secrets except as strictly necessary to perform authorized duties for the Company or as expressly authorized in writing by the Company.

3.3 Worker shall protect the Company's Confidential Information and Trade Secrets using at least reasonable care and, in any event, with no less care than Worker uses to protect Worker's own most sensitive confidential information.

3.4 Worker shall not use Company Confidential Information or Trade Secrets for Worker's own benefit or for the benefit of any third party.

3.5 The obligations in this Section do not apply to information that Worker proves by competent written evidence: (a) became publicly available through no act or omission of Worker; (b) was lawfully known to Worker before disclosure by the Company and was not subject to any confidentiality restriction; or (c) was lawfully obtained by Worker from a third party not under a duty of confidentiality to the Company.

3.6 Nothing in this Agreement prohibits Worker from making disclosures protected by law, including reporting possible legal violations to government agencies, participating in government investigations, making truthful statements as protected by law, or disclosing Trade Secrets in confidence to a government official or attorney solely for the purpose of reporting or investigating a suspected legal violation, or in a court filing made under seal, where permitted by law.

4. Company Property; Return; Deletion; Access Control

4.1 All Company property and all materials containing, reflecting, or derived from Company Confidential Information shall remain the sole and exclusive property of the Company.

4.2 Upon the Company's request, upon reassignment, or immediately upon the termination of Worker's relationship with the Company for any reason, Worker shall promptly return to the Company all Company property and permanently delete or surrender, as directed by the Company and to the extent permitted by law, all Company information and materials in Worker's possession, custody, or control, including all originals and copies, whether in paper, digital, photographic, cloud-based, text, email, mobile, messaging, storage, backup, or other form.

4.3 This return and deletion obligation includes information stored on personal devices, personal email accounts, personal cloud storage, messaging platforms, removable media, and third-party systems if Company information resides there.

4.4 Upon request, Worker shall certify in writing that Worker has fully complied with this Section.

4.5 Worker shall not share passwords, access credentials, or systems access with unauthorized persons and shall promptly notify the Company of any suspected loss, compromise, or unauthorized access involving Company Confidential Information or systems.

5. Intellectual Property; Work Product; Assignment

5.1 To the fullest extent permitted by law, all inventions, discoveries, improvements, processes, methods, materials, training content, software, databases, forms, manuals, designs, writings, photographs, videos, compilations, reports, proposals, account materials, operating documents, systems, and other work product conceived, authored, developed, created, reduced to practice, or delivered by Worker, alone or with others, during the course of Worker's relationship with the Company, within the scope of Worker's duties, using Company resources, or relating to the Company's actual or anticipated business, shall be works made for hire where legally permitted and shall otherwise be the sole and exclusive property of the Company.

5.2 Worker hereby irrevocably assigns to the Company all right, title, and interest in and to such work product and all related intellectual property and proprietary rights, including patent, copyright, trademark, trade secret, and other similar rights, throughout the world.

5.3 Worker shall execute any documents and take any actions reasonably requested by the Company to confirm, perfect, enforce, or defend the Company's ownership rights.

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

6. No Conflicts; No Misuse of Third-Party Rights

6.1 Worker represents that Worker is not bound by any agreement, restriction, court order, or legal obligation that would prevent Worker from entering into this Agreement or performing services for the Company, except as disclosed in writing to the Company before signing.

6.2 Worker shall not use, disclose, upload, transmit, or bring onto Company systems any confidential, proprietary, or trade secret information of any former employer, principal, client, or third party except as lawfully authorized.

7. Duty of Loyalty and Restrictions During Relationship

7.1 During Worker's relationship with the Company, Worker shall not directly or indirectly compete with the Company, divert business opportunities from the Company, interfere with Worker's duties, or engage in any conduct that creates an actual or material conflict of interest without the Company's prior written consent.

7.2 Without limiting the foregoing, during Worker's relationship with the Company, Worker shall not directly or indirectly perform Competitive Services for Worker's own benefit or for the benefit of any competing person or entity, whether as an employee, contractor, consultant, owner, investor with an active role, advisor, partner, member, officer, director, or otherwise, except with the Company's prior written consent.

8. Post-Separation Restricted Competition

8.1 Tier 1 Restriction; manufacturer, distributor, dealer, in-house service, or adjacent competitive role. For twelve (12) months following the end of Worker's relationship with the Company for any reason, Worker shall not, within the Protected Territory, directly or indirectly perform Competitive Services in a role for any manufacturer, distributor, dealer, facility operator, in-house service department, or other business if that role would involve the same or substantially similar duties Worker performed for the Company, would likely require the use of

Company Confidential Information, or would likely exploit customer goodwill or strategic relationships developed through Worker's relationship with the Company.

8.2 Tier 2 Restriction; direct competitors, self-employment, and competing businesses. For twenty-four (24) months following the end of Worker's relationship with the Company for any reason, Worker shall not, within the Protected Territory, directly or indirectly: (a) own, organize, launch, establish, operate, manage, control, finance, advise, consult for, join, work for, or provide services to any business engaged in Competitive Services; (b) provide Competitive Services independently, including as a sole proprietor, freelancer, independent contractor, subcontractor, or consultant; or (c) assist any third party in establishing, operating, or expanding any business engaged in Competitive Services.

8.3 The Company may identify by separate signed writing whether Tier 1, Tier 2, or both apply to Worker's role, and may use role-specific or territory-specific schedules identifying the locations in which Worker worked or was assigned to work, including specific metro areas, counties, states, provinces, countries, customer sites, and project regions, provided that nothing in such schedule expands this Agreement beyond applicable law.

8.4 Nothing in this Section prohibits passive ownership of less than five percent (5%) of the outstanding securities of a publicly traded company so long as Worker has no management, advisory, consulting, operating, or service role with that company.

9. Client, Prospect, Referral, and Opportunity Restrictions

For twenty-four (24) months following the end of Worker's relationship with the Company for any reason, Worker shall not, directly or indirectly, for Worker's own benefit or for the benefit of any other person or entity:

9.1 solicit, contact, call on, divert, induce, influence, persuade, quote, bid for, market to, sell to, service, accept business from, contract with, or perform Competitive Services for any Protected Client or Protected Prospect;

9.2 interfere with, disrupt, impair, diminish, or attempt to take away any relationship, project, business opportunity, bid, RFP, contract, renewal opportunity, referral source, or prospective engagement involving any Protected Client or Protected Prospect;

9.3 use Company Confidential Information to identify, rank, target, prioritize, pursue, or service any Protected Client or Protected Prospect; or

9.4 assist any third party in doing any of the foregoing.

10. Worker Non-Solicitation and Workforce Protection

For twenty-four (24) months following the end of Worker's relationship with the Company for any reason, Worker shall not, directly or indirectly, for Worker's own benefit or for the benefit of any other person or entity:

10.1 solicit, recruit, hire, retain, engage, contract with, or attempt to hire, retain, engage, or contract with any Protected Worker in a manner that would reduce, alter, compete with, interfere with, or terminate that person's relationship with the Company;

10.2 induce, encourage, or assist any Protected Worker to reduce, end, or breach that person's relationship with the Company or to provide Competitive Services adverse to the Company; or

10.3 interfere in any way with the Company's relationship with any Protected Worker.

11. Non-Interference With Vendors, Partners, and Business Relationships

For twenty-four (24) months following the end of Worker's relationship with the Company for any reason, Worker shall not intentionally interfere with or disrupt the Company's relationships with manufacturers, vendors, subcontractors, referral partners, channel partners, consultants, service providers, landlords, or other strategic business relationships with which Worker had contact or about which Worker obtained Confidential Information through Worker's relationship with the Company.

12. Notice Obligations and Prospective Employer Disclosure

12.1 During Worker's relationship with the Company and during any applicable Restricted Period, Worker shall promptly provide written notice to the Company of any new employment, consulting, contractor, ownership, advisory, or business activity that could reasonably implicate this Agreement, to the extent permitted by applicable law, including the identity of the person or entity, a general description of Worker's role, and the applicable territory.

12.2 The Company may notify any actual or prospective employer, principal, client, contracting party, or business affiliate of Worker of the existence and terms of this Agreement whenever the Company reasonably believes such notice is necessary to protect its legitimate business interests, and the Company shall have no liability for providing truthful notice in good faith.

13. Equitable Relief; Remedies; Tolling

13.1 Worker acknowledges that any breach or threatened breach of this Agreement would cause the Company substantial and irreparable harm, including harm to customer goodwill, pricing integrity, workforce stability, confidential information, strategic opportunities, and competitive position, for which monetary damages alone would be inadequate.

13.2 Accordingly, in addition to any other legal or equitable remedies, the Company shall be entitled to seek temporary, preliminary, and permanent injunctive relief, specific performance, and other equitable relief, without the necessity of proving actual damages to the extent permitted by law.

13.3 The Company shall also be entitled to pursue all other available remedies, including actual damages, lost profits, unjust enrichment, attorneys' fees, costs, expenses, and any statutory remedies available under applicable law, to the fullest extent permitted.

13.4 The Restricted Period applicable to any covenant in this Agreement shall be tolled, extended, and suspended during any period in which Worker is in breach of that covenant, so that the Company receives the full benefit of the covenant to the maximum extent permitted by law.

14. Reasonableness; Reformation; Severability

14.1 The parties agree that the restrictions in this Agreement are intended to be reasonable in time, geography, scope, and activity, and are designed solely to protect the Company's legitimate business interests to the maximum extent permitted by law.

14.2 If any provision of this Agreement is found invalid, unenforceable, or overbroad in any jurisdiction, that provision shall be construed, modified, blue-penciled, or reformed to the minimum extent necessary to make it valid and enforceable while preserving the Company's maximum lawful protection, and the remainder of the Agreement shall remain in full force and effect.

14.3 If any non-compete restriction is prohibited or materially limited by applicable law, it shall automatically be enforced only to the fullest extent permitted in that jurisdiction and, if necessary, converted into the broadest lawful combination of confidentiality, trade secret, customer non-solicitation, worker non-solicitation, non-interference, and related protections.

15. Governing Law; Venue; Jurisdiction-Specific Override

15.1 Except to the extent displaced by mandatory local law, this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict-of-law principles.
15.2 Except to the extent prohibited by mandatory local law, any action or proceeding 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 in those courts.
15.3 If Worker primarily works in or is subject to a jurisdiction whose laws impose mandatory restrictions, thresholds, review periods, notice rules, forum rules, compensation requirements, or other limitations affecting this Agreement, then this Agreement shall be interpreted, supplemented, or narrowed only to the minimum extent required by such law while preserving the maximum lawful protection available to the Company in that jurisdiction.
15.4 The Company may use state-specific, country-specific, role-specific, or worker-type-specific addenda, notices, disclosures, schedules, riders, or acknowledgments, and any such document shall control to the extent required by applicable law.

16. Assignment; Successors; Affiliates

16.1 This Agreement shall bind Worker and Worker's heirs, executors, administrators, legal representatives, successors, and permitted assigns and shall inure to the benefit of the Company and its parents, subsidiaries, affiliates, successors, assigns, transferees, and purchasers.
16.2 The Company may assign, delegate, transfer, or enforce this Agreement, in whole or in part, in connection with any merger, sale, acquisition, asset transfer, equity transaction, financing transaction, reorganization, or other business transfer.
16.3 Worker may not assign or delegate any of Worker's rights or obligations under this Agreement.

17. Relationship Status

17.1 Nothing in this Agreement alters the at-will nature of any employment relationship, if applicable.
17.2 Nothing in this Agreement guarantees continued employment, continued engagement, any minimum amount of work, any specific level of compensation, any territory, any exclusivity, or any particular term of relationship.
17.3 Nothing in this Agreement is intended to classify Worker as an employee or independent contractor contrary to applicable law; Worker's status shall be determined under applicable law and any separate written agreement governing the relationship.

18. Entire Agreement; Amendments; Survival; Waiver

18.1 This Agreement, together with any offer letter, compensation plan, contractor agreement, territory assignment, commission plan, role addendum, state or country addendum,

confidentiality notice, equity agreement, or other signed writing expressly incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter addressed herein and supersedes all prior and contemporaneous oral or written agreements or understandings on that subject.
18.2 No amendment, modification, or waiver of this Agreement shall be valid unless set forth in a writing signed by Worker and an authorized representative of the Company, except to the extent the Company issues a jurisdiction-specific notice, schedule, or addendum contemplated by this Agreement and permitted by law.
18.3 No failure or delay by the Company in exercising any right, remedy, power, or privilege under this Agreement shall operate as a waiver of that or any other right, remedy, power, or privilege.
18.4 The obligations that by their nature should survive termination or expiration of the relationship shall survive, including without limitation confidentiality, return and deletion obligations, intellectual property ownership and assignment, restrictive covenants, remedies, tolling, governing law, and severability.

19. Notices
19.1 Any notice required or permitted under this Agreement shall be in writing and delivered by personal delivery, nationally recognized overnight courier, certified mail return receipt requested, or email to the addresses most recently designated by the parties.
19.2 Notice shall be deemed given upon actual delivery, confirmed email transmission, or refusal of delivery, as applicable.

20. Counterparts; Electronic Signatures
20.1 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
20.2 Signatures transmitted electronically or by electronic signature platform shall be deemed effective and binding to the fullest extent permitted by law.

21. Acknowledgment
BY SIGNING BELOW, WORKER ACKNOWLEDGES THAT WORKER HAS READ THIS AGREEMENT CAREFULLY, UNDERSTANDS IT, HAS HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL TO THE EXTENT REQUIRED OR DESIRED, UNDERSTANDS THAT THIS AGREEMENT IS LEGALLY BINDING, AND AGREES TO BE BOUND BY ITS TERMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

22. State addendum clauses
Alabama
For Workers subject to Alabama law, the Master Agreement shall be interpreted to apply only to the extent reasonably necessary to protect the Company’s legitimate business interests and as otherwise permitted by Alabama law.

Alaska

For Workers subject to Alaska law, the Master Agreement shall be interpreted and enforced only to the extent permitted by applicable Alaska law, including any limitations on scope, duration, or reasonableness.

Arizona
For Workers subject to Arizona law, the Master Agreement shall be interpreted to protect legitimate business interests only to the extent reasonably necessary and enforceable under Arizona law.

Arkansas
For Workers subject to Arkansas law, any restrictive covenant in the Master Agreement shall be construed to the maximum extent enforceable under Arkansas law, and any overbroad restriction shall be reformed as permitted by law.

California
For Workers subject to California law, any post-employment non-compete covenant shall be deemed void and shall not apply except to the extent expressly permitted by California law. In California, the Master Agreement shall be enforced through its confidentiality, trade secret, intellectual property, return-of-property, and other lawful non-competition-adjacent protections only to the extent permitted by California law.

Colorado
For Workers subject to Colorado law, any non-compete or non-solicitation covenant shall apply only if the Worker satisfies applicable compensation thresholds and other statutory requirements in effect at the relevant time. The Company shall provide any notice required by Colorado law, and any covenant exceeding Colorado's permissible scope shall be narrowed to the maximum lawful extent.

Connecticut
For Workers subject to Connecticut law, the Master Agreement shall be interpreted and enforced only to the extent permitted by Connecticut law, including reasonableness limits applicable to restrictive covenants.

Delaware
For Workers subject to Delaware law, the Master Agreement shall apply only to the extent necessary to protect legitimate business interests and as otherwise allowed under Delaware law.

Florida
For Workers subject to Florida law, the Master Agreement shall be interpreted consistent with Florida law governing reasonable restrictive covenants and legitimate business interests.

Georgia
For Workers subject to Georgia law, the Master Agreement shall be interpreted and enforced pursuant to Georgia law, including any blue-pencil or reformation authority available under that law.

Hawaii
For Workers subject to Hawaii law, the Master Agreement shall be enforced only to the extent permitted by Hawaii law and shall be narrowed where required.

Idaho
For Workers subject to Idaho law, the Master Agreement shall apply only to the extent permitted under Idaho law and only so far as necessary to protect the Company's legitimate business interests.

Illinois
For Workers subject to Illinois law, any non-compete covenant shall apply only if the Worker's earnings satisfy the applicable Illinois threshold in effect at the relevant time, which in 2026 is $75,000 for non-competes and $45,000 for non-solicitation covenants. The Worker must receive the agreement at least 14 calendar days before signing or before the start date, and must be advised in writing to consult with an attorney before signing. Any Illinois covenant shall be interpreted only to the extent permitted by the Illinois Freedom to Work Act and other applicable Illinois law.

Indiana
For Workers subject to Indiana law, the Master Agreement shall be interpreted and enforced only to the extent reasonably necessary and otherwise permitted by Indiana law.

Iowa
For Workers subject to Iowa law, the Master Agreement shall be applied only to the extent enforceable under Iowa law and shall be narrowed where required.

Kansas
For Workers subject to Kansas law, the Master Agreement shall be interpreted to protect legitimate business interests only to the extent reasonably necessary and enforceable under Kansas law.

Kentucky
For Workers subject to Kentucky law, the Master Agreement shall be interpreted and enforced only to the extent permitted by Kentucky law and consistent with principles of reasonableness.

Louisiana
For Workers subject to Louisiana law, any restrictive covenant shall be limited to the fullest extent required by Louisiana law, including any territorial specificity or statutory conditions required for enforceability.

Maine
For Workers subject to Maine law, any non-compete covenant shall apply only if the Worker's compensation satisfies the applicable threshold in effect at the relevant time, which in 2026 is $63,840. Any covenant shall otherwise be interpreted only to the extent permitted by Maine law.

Maryland

For Workers subject to Maryland law, any non-compete covenant shall apply only if the Worker satisfies the applicable compensation threshold in effect at the relevant time, and the covenant shall otherwise be enforced only to the extent permitted by Maryland law.

Massachusetts
For Workers subject to Massachusetts law, the Company shall satisfy any statutory prerequisites required for enforceability, including notice, timing, and any mandatory consideration or payment requirements applicable under Massachusetts law. The Master Agreement shall otherwise be interpreted only to the extent permitted by Massachusetts law.

Michigan
For Workers subject to Michigan law, the Master Agreement shall be interpreted and enforced only to the extent reasonable in duration, geography, and scope, and otherwise permitted by Michigan law.

Minnesota
For Workers subject to Minnesota law, any post-employment non-compete covenant shall be deemed void and shall not apply except to the extent expressly permitted by Minnesota law. The Master Agreement shall otherwise be enforced through lawful confidentiality, trade secret, intellectual property, non-solicitation, non-interference, and return-of-property obligations to the fullest extent permitted by law.

Mississippi
For Workers subject to Mississippi law, the Master Agreement shall be interpreted and enforced only to the extent permitted by Mississippi law and no more broadly than reasonably necessary.

Missouri
For Workers subject to Missouri law, the Master Agreement shall be interpreted and enforced pursuant to Missouri law, subject to its terms and any mandatory law otherwise applicable.

Montana
For Workers subject to Montana law, the Master Agreement shall be interpreted and enforced only to the extent permitted by Montana law and any restrictions prohibited by applicable Montana law shall not apply.

Nebraska
For Workers subject to Nebraska law, the Master Agreement shall be interpreted only to the extent enforceable under Nebraska law and shall be narrowed as required.

Nevada
For Workers subject to Nevada law, the Master Agreement shall be interpreted and enforced only to the extent permitted by Nevada law, including any applicable reasonableness and hardship considerations.

New Hampshire

For Workers subject to New Hampshire law, any non-compete covenant shall apply only if the Worker satisfies the applicable compensation threshold in effect at the relevant time, which remains $30,160 for 2026. The Master Agreement shall otherwise be interpreted only to the extent permitted by New Hampshire law.

New Jersey
For Workers subject to New Jersey law, the Master Agreement shall be interpreted and enforced only to the extent permitted by New Jersey law and consistent with applicable reasonableness principles.

New Mexico
For Workers subject to New Mexico law, the Master Agreement shall be interpreted only to the extent permitted under New Mexico law.

New York
For Workers subject to New York law, the Master Agreement shall be interpreted and enforced only to the extent necessary to protect legitimate business interests and as otherwise permitted by New York law.

North Carolina
For Workers subject to North Carolina law, the Master Agreement shall be interpreted and enforced only to the extent reasonable and otherwise permitted by North Carolina law.

North Dakota
For Workers subject to North Dakota law, any post-employment non-compete covenant shall be deemed void and shall not apply except to the extent expressly permitted by North Dakota law. The Master Agreement shall otherwise be enforced through lawful confidentiality, trade secret, non-solicitation, non-interference, property-return, and intellectual property obligations only to the extent permitted by law.

Ohio
For Workers subject to Ohio law, the Master Agreement shall be interpreted and enforced only to the extent reasonably necessary and otherwise permitted by Ohio law.

Oklahoma
For Workers subject to Oklahoma law, any post-employment non-compete covenant shall be deemed void and shall not apply except to the extent expressly permitted by Oklahoma law. The Master Agreement shall otherwise be enforced through lawful confidentiality, trade secret, customer non-solicitation, non-interference, return-of-property, and intellectual property protections only to the extent permitted by law.

Oregon
For Workers subject to Oregon law, any non-compete covenant shall apply only if the Worker satisfies the applicable statutory compensation threshold in effect at the relevant time, which in 2026 is $119,541, and only if other applicable statutory conditions are satisfied. The Master Agreement shall otherwise be interpreted only to the extent permitted by Oregon law.

Pennsylvania
For Workers subject to Pennsylvania law, the Master Agreement shall be interpreted and enforced only to the extent permitted by Pennsylvania law and no more broadly than reasonably necessary.

Rhode Island
For Workers subject to Rhode Island law, any non-compete covenant shall apply only if the Worker is not a low-wage employee under the applicable threshold in effect at the relevant time, which in 2026 is $39,900. The Master Agreement shall otherwise be interpreted only to the extent permitted by Rhode Island law.

South Carolina
For Workers subject to South Carolina law, the Master Agreement shall be interpreted and enforced only to the extent reasonable and otherwise permitted by South Carolina law.

South Dakota
For Workers subject to South Dakota law, the Master Agreement shall be applied only to the extent enforceable under South Dakota law.

Tennessee
For Workers subject to Tennessee law, any non-compete covenant shall apply only if the Worker satisfies the applicable statutory compensation threshold in effect at the relevant time, which effective July 1, 2026, is $70,000 annually for covered employees. The Master Agreement shall otherwise be interpreted only to the extent permitted by Tennessee law.

Texas
For Workers subject to Texas law, the Master Agreement shall be interpreted and enforced only to the extent ancillary to or part of an otherwise enforceable agreement and otherwise permitted by Texas law.

Utah
For Workers subject to Utah law, the Master Agreement shall be interpreted only to the extent permitted by Utah law, including any applicable duration limits or role-specific prohibitions.

Vermont
For Workers subject to Vermont law, the Master Agreement shall be interpreted and enforced only to the extent permitted by Vermont law.

Virginia
For Workers subject to Virginia law, any non-compete covenant shall apply only if the Worker is not a low-wage employee under the applicable threshold in effect at the relevant time, which in 2026 is $78,364.52 for covered workers, and subject to any additional Virginia restrictions effective July 1, 2026. The Master Agreement shall otherwise be interpreted only to the extent permitted by Virginia law.

Washington
For Workers subject to Washington law, any non-compete covenant shall apply only if the Worker satisfies the applicable compensation threshold in effect at the relevant time, which in 2026 is $126,858.83 for employees and $317,147.09 for independent contractors. Washington will effectively ban nearly all employment non-compete agreements beginning June 30, 2027, subject to limited exceptions, and the Master Agreement shall be enforced only to the extent permitted by Washington law.

West Virginia
For Workers subject to West Virginia law, the Master Agreement shall be interpreted and enforced only to the extent permitted by West Virginia law.

Wisconsin
For Workers subject to Wisconsin law, the Master Agreement shall be interpreted and enforced only to the extent permitted by Wisconsin law, and any overbroad restriction shall be narrowed only if and to the extent allowed by applicable Wisconsin law.

Wyoming
For Workers subject to Wyoming law, the Master Agreement shall be interpreted and enforced only to the extent permitted by Wyoming law.

23. Acknowledgments.

BY SIGNING THIS AGREEMENT, WORKERS "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	WORKER "CONTRACTOR OR EMPLOYEE"
______________________________	______________________________
Juliana Scheidhauer, Founder & CEO	Worker "Contractor's or Employee's" Signature
Date: ______________________________	______________________________ Worker "Contractor's or Employee's Printed Name