

**CONFIDENTIALITY, NONCOMPETITION, NONSOLICITATION AND
NONACCEPTANCE AGREEMENT**

In consideration of the provision of information about prospective customers for services to be performed by _____ (Contractor) including but not limited to the identity and locations of such prospective customers, the nature of programs intended to lead to the installation of new or redesigned signs or other identifying installations at such prospective customers' premises and/or pricing, operational or design specifications or other confidential information, and the advantages and benefits of being included as a possible provider of products or services for such programs as Contractor may participate in for Thomas Sign and Awning Company, Inc. (Thomas Sign), the receipt and adequacy of all of such consideration being hereby acknowledged and accepted, Contractor, for himself or herself, and its principals and owners if Contractor is a business entity, hereby agrees to the following:

1. **Confidentiality Covenants.** Contractor hereby agrees to keep in strict secrecy and confidence any and all information (whether in print, on computer disks or tapes or in any other media, and whether internally generated or used by Thomas Sign under contract with any third party) that Contractor obtains or develops or to which Contractor has access during the relationship between Thomas Sign and Contractor, and which has not been publicly disclosed and is not a matter of common knowledge in the areas of business in which Thomas Sign is engaged, including but not limited to information relating to sign programs, customer lists and customer records and technical data (e.g., specifications, financial and personnel data), information regarding sales, costs, pricing, marketing, contracts with third parties, plans for product or market or service developments or improvements, research records, computer programs, computer interfaces or interface mechanisms, processes, business and strategic plans, financial forecasts or any other information that derives economic value, either directly or indirectly, from being confidential to or trade secrets of Thomas Sign or its actual or potential customers (any such information being herein called "Confidential Information"). Contractor agrees that such Confidential Information is and shall remain the property of Thomas Sign and, both during and after the term of Contractor's relationship with Thomas Sign, without the prior written consent of Thomas Sign: (a) Contractor will not use or disclose or cause to be disclosed any Confidential Information to any third person, partnership, joint venture, company,

corporation, other organization or other third party, whether or not related in any manner to Contractor; (b) Contractor will not take from Thomas Sign or its employees or agents for Contractor's own use or the use of any third party any document, paper, computer-generated media or other property of Thomas Sign containing Confidential Information (unless necessary during the course of the relationship between Thomas Sign and Contractor); and (c) without request upon termination of the relationship between Contractor and Thomas Sign, or at any time that Thomas Sign may so request, Contractor will immediately deliver to Thomas Sign any document, paper, computer-generated media or other material (and all copies of same) in Contractor's possession that contains Confidential Information.

2. **Noncompetition Covenant.** Contractor hereby agrees that during the course of Contractor's relationship with Thomas Sign and for a period of twenty-four (24) months after termination of that relationship, whether voluntary or involuntary, with or without cause, Contractor will not, directly or indirectly, as employee, agent, independent contractor, consultant, partner, joint venturer or otherwise, within any state in the United States within which Contractor has provided services or offered to provide services to customers or prospective customers of Thomas Sign within the twelve (12) months preceding the date of the termination of Contractor's relationship with Thomas Sign, to or on behalf of any entity providing services of the same nature or type as those provided by Thomas Sign within such twelve (12) month period, provide or offer to provide products or services in competition with Thomas Sign or any program of new or redesigned signs or other identifying installations, including, without limitation, (a) participating as an officer, director, stockholder, member, employee, agent, independent contractor, consultant, representative or partner of, or having any direct or indirect financial interest (including, without limitation, the interest of a creditor) in, any such competitor or (b) assisting any other individual or business entity, of whatever type or description, in providing any such competing products or services with respect to any entity or group of entities as to which Thomas Sign has been approved as a supplier or products of services to those affiliated with such entity or entities. The provisions of this section shall not apply to the ownership of less than five percent (5%) of any publicly traded corporation or other business entity solely as an investor and under circumstances in which Thomas Sign neither provides products or

services nor assists anyone else to provide any products or services to or on behalf of any such entity. Contractor further agrees that upon a violation of this section of this Agreement, the period during which the covenants herein apply will be extended by the number of days equal to the period of such violation.

3. **Nonsolicitation/Nonacceptance Covenants.** Contractor hereby agrees, during the term of the relationship between Thomas Sign and Contractor and for a period of twenty-four (24) months after termination of such relationship, whether voluntary or involuntary, with or without cause, that Contractor will refrain from and will not, directly or indirectly, as independent contractor, employee, consultant, agent, partner, joint venturer, or otherwise, (a) solicit or counsel any third person, partnership, joint venture, company, corporation, association or other organization with whom or with which Contractor had a substantial relationship within the preceding twenty-four (24) month period, regardless of such person's or entity's location, to terminate any business relationship with Thomas Sign and/or commence a similar business relationship with any other individual or business entity; (b) accept, with or without solicitation, any business from any third person, partnership, joint venture, company, corporation, association or other organization with whom or with which Contractor had a substantial relationship on behalf of Thomas Sign within the preceding twenty-four (24) month period, regardless of such person's or entity's location; or (c) solicit any of the employees, agents or independent contractors of Thomas Sign, or any third party for which Thomas Sign acts under contract, regardless of such person's or entity's location, to terminate any business relationship with Thomas Sign or otherwise encourage or hire (or assist anyone else to hire) any such person to commence any relationship as employee, agent or independent contractor for any other entity or individual. Contractor further agrees that upon a violation of this section of this Agreement, the period during which the covenants herein apply will be extended by the number of days equal to the period of such violation.

4. **Remedies Upon Breach.** Contractor acknowledges that damages at law will be difficult, if not impossible, to accurately measure in the event that Contractor violates the terms of the confidentiality, noncompetition, nonsolicitation and/or nonacceptance covenants above

(individually, a “Covenant,” and collectively, the “Covenants”), and that Thomas Sign would suffer substantial damage as a result of such violation. Accordingly, Contractor agrees that upon a violation of any of the Covenants, Thomas Sign will be entitled, at its option and in its sole discretion, either (a) upon application to a court of competent jurisdiction, to obtain injunctive relief to enforce the Covenants, which injunctive relief will be in addition to any other rights or remedies available to Thomas Sign; or (b) to recover, as liquidated damages and not as a penalty, an amount equal to \$2,500 (Two Thousand Five Hundred Dollars) for each location disclosed to Contractor and later provided products or services by Contractor or any entity acting in conjunction with Contractor, whether or not related in any manner to Contractor.

In addition to (a) and (b) above, Contractor will pay to Thomas Sign all of the costs and expenses incurred by Thomas Sign in its successful enforcement of any of the Covenants, including court costs and reasonable fees and disbursements of counsel and paralegals (before trial, at trial and in appellate proceedings).

5. **General.** Contractor understands that each of the Covenants are an essential element of the relationship between Thomas Sign and Contractor and that, but for Contractor’s agreement to comply with such Covenants, Thomas Sign would not have agreed to enter into or to continue its relationship with Contractor. Such Covenants will be construed as agreements independent of any other provisions of that relationship, and the existence of any claim or cause of action that Contractor may have against Thomas Sign will not constitute a defense to the enforcement of any Covenant by Thomas Sign. Furthermore, Contractor agrees that if any portion of a Covenant set forth herein is held to be unreasonable, arbitrary or against public policy, then such portion of the Covenant will be considered divisible as to time, geographic area or condition. If any court of competent jurisdiction determines any portion of a Covenant to be unreasonable, arbitrary or against public policy, then such portion may be reformed, to a lesser time period or geographic area or otherwise, so as to be reasonable, not arbitrary and not against public policy, and, as reformed, may be enforced against Contractor and any such provision shall be severable from the other provisions of that Covenant and the other provisions of this Agreement, and such occurrence will not have the

effect of rendering the provision in question invalid in any other case or circumstance, or of rendering invalid any other provision of this Agreement. Contractor agrees that the Covenants are appropriate and reasonable when considered in light of the nature and extent of the business of Thomas Sign and Contractor's relationship with Thomas Sign. The waiver by Thomas Sign of Contractor's breach of any provision of the Covenants by Contractor or any other contractor of Thomas Sign shall not be construed as a waiver of any other provisions hereof or of any subsequent breach by Contractor. This Agreement will be construed pursuant to and governed by the laws of the State of Florida, without regard to the conflict of local rules of such state. Contractor recognizes that any damage caused by its breach of this Agreement will be incurred by Thomas Sign at its headquarters in Pinellas County, Florida, and therefore consents to the jurisdiction of the state or federal courts having jurisdiction over Pinellas County, Florida, with respect to any claim arising out of or relating to this Agreement.

6. **No Violation of Prior Agreements.** Contractor hereby represents and warrants that neither the exercise of its responsibilities to Thomas Sign, Contractor's execution of this Agreement nor Contractor's performance hereunder will constitute a violation of any existing restrictive covenants given to any other entity or third party.

7. **Disclosure to Subsequent Associated Business Entities.** Contractor agrees that Contractor will disclose the obligations contained in this Agreement to any third party that offers to enter into any business relationship with Contractor in anticipation that Contractor's relationship with Thomas Sign will cease, and to any third party that in fact does enter into any business relationship with Contractor after the relationship with Thomas Sign ceases. Moreover, this will expressly authorize Thomas Sign to disclose to any such third party the existence and terms of this Agreement should Contractor fail to do so.

8. **Enforceability by Assignee, Successor or Third-Party Beneficiary.** Contractor hereby consents to the assignment hereafter, by merger or otherwise, of the protections afforded by any of the Covenants herein by Thomas Sign to any affiliate (through common ownership or

otherwise) of Thomas Sign, or any assignee by purchase of Thomas Sign, or of the assets and business of Thomas Sign, and expressly recognize that the Covenants in this Agreement shall be enforceable by any such assignee or successor, as well as by any third-party beneficiary or entity affiliated with Thomas Sign through common ownership or otherwise.

Dated this ____ day of _____, 201__.

Contractor:

By: _____

Print Name: _____

Title: _____