
CONFIDENTIALITY, NONCOMPETITION, NONSOLICITATION, AND NONACCEPTANCE AGREEMENT

This Confidentiality, Noncompetition, Nonsolicitation, and Nonacceptance Agreement ("Agreement") is entered into by and between Thomas Sign and Awning Company, Inc. ("Thomas Sign") and

_____ ("Contractor").

1. Consideration

In consideration of Thomas Sign providing access to confidential and proprietary information, including but not limited to prospective customer identities, pricing, operational specifications, and strategic plans, Contractor agrees to the terms outlined below.

2. Confidentiality Covenants

Contractor agrees to:

- Maintain strict confidentiality regarding all non-public information acquired during the relationship with Thomas Sign.
- Refrain from disclosing or using confidential information for any purpose other than the performance of authorized duties.
- Return or destroy all confidential materials upon termination of the relationship.
- Not retain, copy, or use any proprietary documents, records, or data belonging to Thomas Sign post-termination.

Confidential Information includes, but is not limited to, customer lists, pricing details, marketing strategies, product designs, and any information that derives economic value from being confidential.

3. Noncompetition Covenant

Contractor agrees that during their engagement with Thomas Sign and for twenty-four (24) months following termination, they will not, directly or indirectly:

- Engage in any business activity that competes with Thomas Sign within the United States where Contractor has provided or offered services in the **twelve (12) months** prior to termination.
- Hold a financial interest in, consult for, or act as an employee, agent, or contractor for any competitor.
- Extend the restriction period by the duration of any violation of this section.

Exceptions:

- This restriction does not apply to ownership of **less than 5%** of a publicly traded entity.
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4. Nonsolicitation and Nonacceptance Covenant

For a period of twenty-four (24) months following termination, Contractor shall not:

- Solicit or accept business from any customer, vendor, or business partner with whom they had a substantial relationship within the prior twenty-four (24) months.
 - Encourage or hire Thomas Sign employees, agents, or subcontractors to leave their engagement with Thomas Sign.
 - Extend the restriction period by the duration of any violation of this section.
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5. Remedies for Breach

Contractor acknowledges that breaches of these covenants may result in significant harm to Thomas Sign. Therefore:

- Thomas Sign may seek injunctive relief to prevent further breaches.
 - Contractor agrees to pay liquidated damages of \$2,500 per violation, plus reasonable legal fees incurred by Thomas Sign in enforcing this Agreement.
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6. General Provisions

- **Severability:** If any portion of this Agreement is deemed unenforceable, the remaining terms shall remain in effect.
- **Governing Law & Jurisdiction:** This Agreement shall be governed by the laws of Florida, with disputes settled in Pinellas County, Florida.
- **Successors & Assigns:** Thomas Sign may assign this Agreement to successors or affiliates without Contractor's consent.
- **No Violation of Prior Agreements:** Contractor affirms that entering into this Agreement does not violate any prior commitments with other entities.
- **Disclosure Requirement:** Contractor must disclose the existence of this Agreement to any future business entity considering a competitive engagement.

7. Execution

Dated this _____ day of _____, 202_____.

Contractor: _____

Signature: _____

Print Name: _____

Title: _____