

## LIMITLESS GPO MEMBERSHIP AGREEMENT

This Limitless GPO Membership Agreement (this “**Agreement**”) is entered into by and between Limitless GPO – Roofing, LLC, a Texas limited liability company (“**Limitless**”), and the roofing company named in the signature block below (“**Roofing Company**”), and is effective as of the latest of the dates of execution set forth in the signature block below (the “**Effective Date**”).

### BACKGROUND

Limitless operates a Group Purchasing Organization known as the Limitless GPO. The Limitless GPO serves roofing contractors and other bulk purchasers of roofing materials and supplies by offering advantageous purchase terms normally only available to larger-scale purchasers, as well as management/leadership training, networking opportunities with other roofing companies that are members of the Limitless GPO (“**Members**”), and bulk pricing on other goods and services of benefit to Members.

Roofing Company is a roofing contractor or a bulk purchaser of roofing materials and supplies and wishes to become a Member of the Limitless GPO. Limitless wishes to admit Roofing Company to the Limitless GPO as a Member, upon the terms and conditions set forth in this Agreement.

### TERMS AND PROVISIONS

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

#### 1. Benefits of Membership.

1. SRS Quarterly Payments. Limitless has entered a contract with SRS Distribution Inc. (“**SRS**”) under which SRS commits to make quarterly payments to Limitless based on the volume of sales by SRS to members of the Limitless GPO (“**Members**”) and other factors, subject to certain conditions. Limitless agrees to share a portion of those payments with its Members. Each Member’s share each quarter will be based on that Member’s impact on the amount of the total payment to Limitless that quarter. It is impossible to predict the amount of the payment available to each Member each quarter; however, it is expected that such payments will exceed the rebates otherwise available to the Member if the Member bought from a roofing materials distributor such as SRS outside the Limitless GPO. Limitless will send these quarterly payments to its Members within 15 days after receipt of the payment from SRS. SRS has agreed that pricing of roofing materials and supplies to Members, including delivery costs, if applicable, will be consistent with the pricing and delivery costs offered to non-Member customers.
- 1.2. Additional Benefits. During the Term (as defined below), Limitless shall provide Roofing Company with the core set of goods and services described in Exhibit A (the “**Core Service Bundle**”).
- 1.3. Modification of Core Service Bundle. Limitless may, at its sole discretion, modify Exhibit A from time to time to reflect updates to the Core Service Bundle, upon no less than 30 days written notice to Roofing Company. If such an update involves elimination or reduction of a benefit available to Members and Roofing Company objects to such modification, Roofing Company shall have the right to terminate this Agreement as of the effective date of such update by

providing written notice of termination to Limitless no less than 14 business days prior to such effective date.

## **2. Commitments of Members.**

- 2.1. Account with SRS. If Roofing Company is not an Existing Customer (defined below) of SRS, it shall, if it has not already done so, promptly apply to open an account with SRS and take all steps necessary to establish a purchasing and credit relationship with SRS, informing SRS that Roofing Company is a Member of the Limitless GPO.
- 2.2. Reporting; Access to Records. At the written request of Limitless, Roofing Company shall submit to Limitless, within 30 days of receipt of such request, an accurate and complete report, in the electronic format reasonably requested by Limitless, that sets forth in reasonable detail all purchases by Roofing Company of products through the Limitless GPO during any period during the two calendar years prior to the date of the request. In addition, Roofing Company shall make its books and records available to Limitless from time to time as reasonably requested by Limitless in order for Limitless to confirm compliance with the terms and provisions of this Agreement, including without limitation the provisions of this Section 2.
- 2.3. Compliance. While Roofing Company is not required to make any purchases of goods or services as a Member, Roofing Company agrees that any purchases made will comply with the terms and provisions of this Agreement and all terms and conditions of the contracts negotiated by Limitless with the vendors of such products. Further, Roofing Company agrees it will be bound by and act in accordance with all additional terms and provisions that may be necessary to access products through affiliated group purchasing organizations.
- 2.4. Own Use. Roofing Company agrees that each purchase made through the Limitless GPO will be for use by Roofing Company in servicing its own end-user customers, and will not be purchased for resale.
- 2.5. NO WARRANTIES. ROOFING COMPANY ACKNOWLEDGES THAT (A) LIMITLESS IS NOT THE MANUFACTURER OR VENDOR OF ANY GOODS OR SERVICES MADE AVAILABLE UNDER THIS AGREEMENT AND FURTHER THAT (B) LIMITLESS IS NOT ANY MANUFACTURER'S OR VENDOR'S AGENT. ACCORDINGLY, LIMITLESS HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO: ANY GOODS OR SERVICES PURCHASED BY ROOFING COMPANY; ROOFING COMPANY'S EXPERIENCE OR SATISFACTION WITH ANY MANUFACTURER OR VENDOR; OR ANY MATTER WHATSOEVER RELATING TO ANY PRODUCT MADE AVAILABLE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY PRODUCT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP, OR AS TO PATENT INFRINGEMENT OR THE LIKE.

## **3. Membership Fee.**

- 3.1. General. Roofing Company shall pay to Limitless an annual fee (the "**Membership Fee**") in the amount set out on Exhibit B, contemporaneously with the execution of this Agreement. Prior to the renewal date of January 1<sup>st</sup> of each year Limitless shall submit an invoice to Roofing Company for the Membership Fee. Roofing Company paying with a credit card will be placed on auto-renew for January 1<sup>st</sup> of each year. The Membership Fee shall be paid in one installment and may be paid by credit card or by check made payable to "Limitless GPO – Roofing, LLC."

3.2. Modification of Membership Fee. Limitless shall have the right to change the Membership Fee by providing written notice to Roofing Company no less than 60 days prior to the start of the Initial Term (as defined below) of this Agreement or any Renewal Term (as defined below), with such change being effective as of the first day of such Initial Term or Renewal Term. If Roofing Company objects to such increase, Roofing Company shall have the right to terminate this Agreement effective as of the first day of the next Renewal Term upon written notice to Limitless no less than 30 days prior to the start of such Renewal Term. If this Agreement is terminated by either party as permitted herein prior to the expiration of the Initial Term or any Renewal Term, Limitless shall have no obligation to refund all or any portion of the Membership Fee previously paid by Roofing Company.

#### **4. Term; Termination.**

4.1. Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall continue through December 31<sup>st</sup> of that year. (the “**Initial Term**”). The Term shall automatically renew for successive one-year periods on January 1<sup>st</sup> (each, a “**Renewal Term**”) thereafter unless either party gives the other party written notice of its intent not to renew this Agreement at least 60 days before the end of the Initial Term or any Renewal Term. Roofing Company’s Membership in the Limitless GPO shall automatically terminate upon termination or expiration of this Agreement.

4.2. Termination Upon Breach. Either party shall have the right to terminate this Agreement immediately in the event the other party breaches its material obligations and fails to cure such breach within 30 days of receipt of a written notice of termination describing such breach.

4.3. Termination Upon Insolvency Event. Either party shall have the right to terminate this Agreement immediately if voluntary or involuntary proceedings in bankruptcy or insolvency are instituted by or against the other party, or a receiver, trustee or custodian is appointed for the other party, or an assignment for the benefit of creditors is made by the other party, and any such proceedings are not dismissed or withdrawn within 60 calendar days of filing.

#### **5. Standard Terms and Conditions.**

5.1. Standard Terms and Conditions. The Standard Terms and Conditions attached hereto as Exhibit C apply to, and are hereby incorporated by reference into, this Agreement.

6. Exclusions. Categories of tile, lumber/decking, commodity priced items, low-slope an special orders will count towards increase sales, but their volume will be excluded from the actual payout. All invoices paid with a credit card will be excluded from payout.

7. Forfeiture of current SRS incentives. Member agrees to forfeit any existing incentive in place with SRS and participate in the Limitless Purchasing Discount program with SRS. If customer belongs to another buying group or cooperative, they are not eligible for Limitless GPO membership.

#### **EXECUTION**

Limitless and Roofing Company have executed this Agreement as of the day and year set forth below.

LIMITLESS:

**LIMITLESS GPO – ROOFING, LLC**

By: \_\_\_\_\_  
Name (print):  
Title:

Date: \_\_\_\_\_

Address:

Limitless GPO – Roofing, LLC  
9903 Carnegie Drive  
Dallas, Texas 75228  
Attn: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Exhibits:

- Exhibit A: Core Service Bundle
- Exhibit B: Subscription Fee
- Exhibit C: Standard Terms & Conditions

ROOFING COMPANY:

\_\_\_\_\_  
[INSERT NAME OF COMPANY]

By: \_\_\_\_\_  
Name (print):  
Title:

Date: \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_



**Exhibit A**  
**to**  
**Limitless GPO Membership Agreement**

**CORE SERVICE BUNDLE**

Limitless shall provide the following services to its Members in addition to the SRS quarterly payments discussed in the Agreement:

1. Roofing CEO Training. Limitless shall provide access to leadership training in the form of participation in monthly Mastermind meetings. These peer advisory groups exist to provide participants a platform to connect with other Roofing CEOs. Each participant will have an opportunity to leverage the collective wisdom and experience of other CEO Members to maximize their leadership and business efforts.
  
2. Additional Manufacturer Relationships. From time to time during the Term of this Agreement, and subject to applicable law, including but not limited to anti-trust law, Limitless may develop group purchasing arrangements with one or more manufacturers or distributors of goods other than roofing materials ("**Manufacturer Contracts**"), and make such arrangements available to Members. Limitless shall provide Roofing Company with written notice of each Manufacturer Contract for which Roofing Company may be eligible and shall offer Roofing Company the opportunity to purchase goods under such Manufacturer Contract. Roofing Company shall have sole discretion regarding whether to purchase goods under any such Manufacturer Contract.
  
2. Additional Service Company Relationships. From time to time during the Term of this Agreement, and subject to applicable law, including but not limited to anti-trust law, Limitless shall pursue additional relationships with vendors of services that would be of value to members of the roofing industry. The objective is to develop relationships that would provide bulk pricing for services such as health insurance, business insurance, phone and internet service, marketing, fleet services, etc.

Roofing Company understands that each vendor from which Roofing Company purchases goods or services, or makes such goods or services available, under a program promoted by Limitless may pay Limitless a fee as a percentage of the purchase price of the goods or services.



**Exhibit B**  
**to**  
**Limitless GPO Membership Agreement**

**SUBSCRIPTION FEE**

For each year during the term of this Agreement, Roofing Company shall pay Limitless a Subscription Fee of \$1,500 for the Basic Package or \$3000 for the Premium Package. Subscription fee will be charged as a prorated amount and renewal rate for full subscription amount will be charged on January 1<sup>st</sup> of the following year for one year increments.





**Exhibit C**  
**to**  
**Limitless GPO Membership Agreement**

**STANDARD TERMS AND CONDITIONS**

1. Organization and Operation. Roofing Company, as a continuing condition of Limitless' obligations under the Agreement, shall at all times during the term of the Agreement be and remain legally organized and operated to provide roofing services in a manner consistent with all applicable state laws.
2. Sales and Use Taxes. Limitless and Roofing Company acknowledge and agree that to the extent that any of the services to be provided by Limitless hereunder may be subject to any state sales or use taxes, Limitless may have a legal obligation to collect such taxes from Roofing Company and to remit same to the appropriate tax collection authorities. Roofing Company agrees to pay, in addition to the payment of any fees otherwise payable under the Agreement, the applicable state sales and use taxes in respect of the portion of such fees attributable to such services.
3. Independent Contractor. In the performance of the work, duties and obligations described herein, it is mutually understood and agreed that Limitless is at all times acting and performing as an independent contractor of Roofing Company and that no relationship of partnership, joint venture, or employment or other similar relationship is created by the Agreement. Neither party, nor any other person performing services for or on behalf of either party pursuant to the Agreement or otherwise, shall have any right or claim against the other party under the Agreement for social security benefits, workers' compensation benefits, disability benefits, unemployment insurance benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any kind.
4. Confidentiality. Roofing Company and Limitless are parties to a Non-Disclosure Agreement that remains in effect and shall not be affected by this Agreement.
5. LIMITATION ON LIABILITY. LIMITLESS SHALL NOT BE LIABLE TO ROOFING COMPANY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, OR SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY, BUSINESS ADVANTAGE, EXPECTED SAVINGS, OR COSTS OF COVER) IN CONNECTION WITH CLAIMS AND ACTIONS ARISING UNDER OR RELATING TO THIS AGREEMENT, NOTWITHSTANDING THE FORM IN WHICH ANY CLAIM OR ACTION IS BROUGHT, EVEN IF LIMITLESS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM, CUMULATIVE AND AGGREGATE MONETARY LIABILITY OF LIMITLESS FOR ALL CLAIMS AND ACTIONS ARISING UNDER OR RELATING TO THE AGREEMENT AT ANY TIME, NOTWITHSTANDING THE FORM IN WHICH ANY SUCH CLAIM OR ACTION IS BROUGHT, SHALL BE LIMITED TO THE TOTAL AND AGGREGATE AMOUNT OF FEES PAID BY ROOFING COMPANY TO LIMITLESS DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD.
8. Use of Limitless Name and Brand. Roofing Company shall not have the right to use the name "Limitless" or the Limitless logo or similar materials related to any Limitless brand without Limitless' prior written consent; provided, however, Roofing Company shall be able to identify itself as a member of Limitless in print, electronic and broadcast media.

9. Data-Sharing and Analytics Services. Limitless, either directly or through a subcontractor or vendor, has begun to develop and intends to continue to develop and maintain an index of data (the "**Limitless Database**") regarding product utilization and cost, including but not limited to data from its Members. Limitless will gather data from the Limitless Database to assist Limitless in assessing and enhancing the financial opportunities for Members. Limitless acknowledges and agrees that all right, title and interest in and to the data provided or generated by Roofing Company and made available to Limitless is the property of Roofing Company. Roofing Company hereby grants Limitless a perpetual, royalty-free, worldwide, transferable license to utilize such data in connection with the Limitless Database in accordance with this Agreement. Roofing Company acknowledges and agrees that all right, title and interest in and to the Limitless Database shall be owned by Limitless, and acknowledges and agrees that Limitless shall have the right to (i) market and sell deidentified reports, extracts, compilations, summaries, analyses, or other portions of the Limitless Database ("**Information**") to potential buyers, including, but not limited to, potential buyers in the roofing industry, and (ii) share the Limitless Database and Information with business partners or consultants of Limitless, as determined by Limitless in its sole discretion.
10. Notices. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be in writing and shall be served on the parties at the addresses set forth in the Agreement, or such other address as a party may by written notice designate. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be sent either (a) by hand delivery, in which case notice shall be deemed received when actually delivered, (b) by prepaid certified mail, return receipt requested, in which case notice shall be deemed received five calendar days after deposit, postage prepaid in the United States Mail, (c) by a nationally recognized overnight courier, in which case notice shall be deemed received one business day after deposit with such courier, or (d) by e-mail, with a copy sent by First Class U.S. Mail, postage prepaid, in which case notice shall be deemed received as of 10:00 a.m. Dallas, Texas time on the first business day following the date of transmission of the e-mail.
11. Governing Law; Venue. The existence, validity, and construction of the Agreement shall be governed by the laws of the State of Texas, without giving effect to the conflict of law provisions of such state. Any dispute regarding the Agreement shall be heard in a court having appropriate jurisdiction and sitting in the County of Collin, Texas. In the case of any dispute arising out of the Agreement, the prevailing party in such dispute shall be entitled to collect the costs incurred in litigating and/or arbitrating such dispute, including reasonable attorney's fees, from the other party.
12. Assignment. Neither party may assign, transfer or otherwise delegate its rights or obligations under the Agreement without the prior written consent of the other, provided that Limitless may assign its rights and obligation under the Agreement to an affiliated entity or to a successor in interest. The Agreement shall be binding upon and shall be assumed by any permitted successor to either Roofing Company or Limitless, whether by virtue of sale, merger, consolidation, joint venture, buyout, change in control or any other legal combination or transaction. An assignment made in violation of the terms hereof shall be null and void.
13. Waiver of Breach. The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or another provision hereof.

14. Additional Assurances. Except as may be herein specifically provided to the contrary, the provisions of the Agreement shall be self-operative and shall not require further agreement by the parties; provided, however, at the request of either party, the other party shall execute such additional instruments and take such additional actions as are reasonable and as the requesting party may deem necessary to effectuate the Agreement.
15. Entire Agreement; Amendments. The Agreement states the entire contract between the parties in respect to the subject matter of the Agreement and supersedes any oral or written proposals, statements, discussions, negotiations or other agreements prior to or contemporaneous with the Agreement. The Agreement may be modified only by mutual agreement of the parties; provided, however, that before any modification shall be operative or valid, it shall be reduced to writing and signed by both parties. All rights of a party are cumulative and not exclusive, unless otherwise explicitly stated herein.
16. Counterparts. The Agreement may be executed in one or more counterparts, and/or by facsimile, electronic or PDF signature, each of which shall be deemed an original, and such counterparts shall together constitute but one and the same agreement, binding upon all the parties hereto, notwithstanding that all the parties are not signatories to the original of the same counterpart.
17. Survival. Provisions of the Agreement which expressly or by reasonable implication contemplate performance after the termination or expiration of the Agreement, will survive termination or expiration of the Agreement until such provisions have been fully performed. The survival of covenants hereunder shall not entitle any party to compensation for performance of those covenants after termination or expiration of the Agreement, except as expressly provided in the Agreement.



# NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (this "**Agreement**") is made effective as of May 25, 2021 (the "**Effective Date**"), by and between Limitless LLC (the "**Owner**"), of 9903 Carnegie Dr, Dallas, Texas 75228, and ABC Supply Co. Inc. (the "**Recipient**"), of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

Information will be disclosed to ABC Supply Co. Inc. regarding the Limitless LLC Group Purchasing Organization's plans, business structure, fees, and other private information. The NDA protects the trade secrets and other intellectual property of both Limitless LLC and ABC Supply Co. Inc.

The Owner has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient. Therefore, the parties agree as follows:

**I. CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information or material which is proprietary to the Owner, whether or not owned or developed by the Owner, which is not generally known other than by the Owner, and which the Recipient may obtain through any direct or indirect contact with the Owner. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Owner concerning the business, technology and information of the Owner and any third party with which the Owner deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

**A. "Confidential Information"** does not include:

- matters of public knowledge that result from disclosure by the Owner;
  - information rightfully received by the Recipient from a third party without a duty of confidentiality;
  - information independently developed by the Recipient;
  - information disclosed by operation of law;
  - information disclosed by the Recipient with the prior written consent of the Owner;
- and any other information that both parties agree in writing is not confidential.

**II. PROTECTION OF CONFIDENTIAL INFORMATION.** The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by the Owner by

the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Owner which provides the Owner with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of the Confidential Information, the Recipient agrees as follows:

**A. No Disclosure.** The Recipient will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Owner.

**B. No Copying/Modifying.** The Recipient will not copy or modify any Confidential Information without the prior written consent of the Owner.

**C. Unauthorized Use.** The Recipient shall promptly advise the Owner if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

**D. Application to Employees.** The Recipient shall not disclose any Confidential Information to any employees of the Recipient, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of the Owner.

**III. UNAUTHORIZED DISCLOSURE OF INFORMATION - INJUNCTION.** If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Owner shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential Information in whole or in part. The Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**IV. NON-CIRCUMVENTION.** For a period of five (5) years after the end of the term of this Agreement, the Recipient will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by Owner to Recipient for the purpose of circumventing, the result of which shall be to prevent the Owner from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Owner. If such circumvention shall occur the Owner shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.

**V. RETURN OF CONFIDENTIAL INFORMATION.** Upon the written request of the Owner, the Recipient shall return to the Owner all written materials containing the Confidential Information. The Recipient shall also deliver to the Owner written statements signed by the Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

**VI. RELATIONSHIP OF PARTIES.** Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or

incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

**VII. NO WARRANTY.** The Recipient acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. THE OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Owner does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient.

**VIII. LIMITED LICENSE TO USE.** The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as between the Owner and the Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Owner, even if suggestions, comments, and/or ideas made by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

**IX. INDEMNITY.** Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

**X. ATTORNEY'S FEES.** In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

**XI. TERM.** The obligations of this Agreement shall survive 1 year from the Effective Date or until the Owner sends the Recipient written notice releasing the Recipient from this Agreement. After that, the Recipient must continue to protect the Confidential Information that was received during the term of this Agreement from unauthorized use or disclosure for an additional 1 year.

**XII. GENERAL PROVISIONS.** This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Texas. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times in accordance with the term of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the



original intent and purpose of this Agreement.

**XIII. WHISTLEBLOWER PROTECTION.** This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

**XIV. SIGNATORIES.** This Agreement shall be executed by Dylan McCabe, CEO, on behalf of Limitless LLC and \_\_\_\_\_, on behalf of ABC Supply Co. Inc. and delivered in the manner prescribed by law as of the date first written above.

**OWNER:**

By: \_\_\_\_\_  
Dylan McCabe

Date: \_\_\_\_\_

**RECIPIENT:**

By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_