

## MUTUAL CONFIDENTIALITY, NON-DISCLOSURE, AND NON-CIRCUMVENTION AGREEMENT

This Mutual Confidentiality, Non-Disclosure, and Non-Circumvention Agreement (“Agreement”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2025, by and between **GENSTONE CONSTRUCTION, LLC (“GC”)** and \_\_\_\_\_ (“**Contractor**”) (each a “Party,” and collectively the “Parties”) and relates to the transfer or potential transfer and review of Confidential Information (as defined below), and that each Party makes the Confidential Information available to its affiliates, directors, officers, employees, agents, or advisors (including, without limitation, attorneys, accountants, consultants, bankers, and financial advisors) (collectively, “Representatives”); and

**WHEREAS**, each Party (the “Discloser”) may disclose Confidential Information to the other Party (the “Recipient”) under this Agreement for the purpose of evaluating the Parties’ participation in a possible contractual relationship (the “Purpose”).

**NOW THEREFORE**, the Parties agree as follows:

**1. Effective Date.** This Agreement shall govern the distribution, safeguarding, return and destruction of all Confidential Information and related materials by and between the Parties. This Agreement shall be in effect from the earlier of (a) the date on which this Agreement is executed by authorized signatories of both Parties, and (b) the first date on which Confidential Information is transferred from Discloser to Recipient (the “Effective Date”).

**2. Definition of Confidential Information.** For purposes of this Agreement, “Confidential Information” means non-public, confidential, or proprietary information, which includes, without limitation, (a) discussions or negotiations which take place between the Parties and their affiliates concerning any transaction or referral, all terms or conditions proposed or made a part of such transaction or referral, and any consumer or financial information related to such potential transaction or referral; (b) any and all information relating to the Parties or to the business of either Party that is not available to the general public and is conveyed by data, reports, documents, files, summaries and other written, electronic or verbal means; and (c) any and all data describing or otherwise relating to (1) technical and non-technical components of the respective businesses of the Parties and their affiliates, and current, future and proposed products and services and (2) any information either Party has received from a third party that may be made known to the other Party, and that the disclosing Party is obligated to treat as confidential or proprietary; provided, however, that any such information received by either Party will be considered Confidential Information by the receiving Party only if such information (i) is provided in tangible form (e.g., human- or computer-readable media) and (A) is conspicuously designated as confidential with a legend or with some other human- or computer-readable means that unambiguously conveys that the information is confidential, or (B) includes nonpublic personal information subject to the GLB Act (defined below); (ii) if provided orally, is identified as confidential at the time of disclosure or includes nonpublic personal information subject to the GLB Act (defined below) or (iii) that by its nature would be understood by a reasonable person to be proprietary or confidential.

**3. Nondisclosure, Non-Circumvention and Nonuse Obligations.** (A) Neither of the Parties may disclose the existence of any negotiations, discussions or consultations in progress between the Parties to any form of public media without the prior written approval of the other Party. Such written approval may be withheld at the sole and exclusive discretion of either Discloser. (B) Following a transfer of Confidential Information from Discloser to Recipient, Recipient will not use, disseminate, or in any way disclose any of the Confidential Information of the Discloser to any person or business entity, except to the extent necessary and in connection with the Purpose. Recipient shall treat all of Discloser’s Confidential Information with reasonable care and with at least the same degree of care as Recipient accords Recipient’s own Confidential Information. Recipient shall disclose Discloser’s Confidential Information only to those Representatives of Recipient who need to know such information and have agreed to be bound by terms and conditions substantially similar to those terms and conditions applicable to Recipient under this Agreement. Recipient shall promptly give notice to Discloser if Recipient becomes aware of any unauthorized use or disclosure of Discloser’s Confidential Information. Recipient provide reasonable assistance to Discloser in remedying any such unauthorized use or disclosure of Discloser’s Confidential Information. Recipient understands that portions of the Confidential Information may be subject to certain components of the Gramm-Leach-Bliley Act of 1999 (“GLB Act”), that its failure to safeguard Confidential Information may violate the Federal Trade Commission Act (the “FTC Act”) and various state and local privacy laws. Recipient agrees to treat the Confidential Information as required by the GLB Act, by the FTC Act and by applicable State and local privacy laws. Recipient will be responsible for each

violation of this Agreement by its Representatives. Recipient agrees not to remove or destroy any proprietary or confidential legends or markings placed upon any of the Confidential Information.

In and for valuable consideration, Contractor agrees that GC may introduce (whether by written, oral, data, or other form of communication) Contractor to one or more homeowner, property owner, property manager, real estate broker, REO vendor or other party otherwise unknown to Contractor, including without limitation, natural persons, corporations, limited liability companies, partnerships, unincorporated businesses, sold proprietorships and similar entities (each an "Introduced Party"). Contractor further acknowledges and agrees that the identity of an Introduced Party, and all other information concerning an Introduced Party (including without limitation, all mailing information, phone and fax numbers, email addresses and other contact information) introduced hereunder are the property of GC, and shall be treated as confidential and proprietary information by Contractor, its affiliates, officers, directors, shareholders, employees, agents, representatives, successors and assigns. Contractor shall not use such information, except in the context of any arrangement with GC in which GC is directly and actively involved, and never without GC's prior written approval. Contractor further agrees that neither it nor its employees, affiliates or assigns, shall enter into, or otherwise arrange (either for it/him/herself, or any other person or entity) any business relationship, contact any person regarding such Introduced Party, either directly or indirectly, or any of its affiliates, or accept any compensation or advantage in relation to such Introduced Party except as directly through GC, without the prior written approval of GC. GC is relying on Contractor's assent to these terms and their intent to be bound by the terms by evidence of their signature. Without Contractor's signed assent to these terms, GC would not introduce any Introduced Party or disclose any confidential information to Contractor as herein described. For the avoidance of doubt, Contractor shall not solicit any work directly from any Introduced Party and shall only work directly with GC in regard thereto.

**4. Exclusions from Confidential Information and Nondisclosure and Nonuse Obligations.** Recipient's obligations for the treatment of Confidential Information under Sections 3 (Nondisclosure and Nonuse Obligations) shall not apply to any Confidential Information from Discloser that Recipient can document: (a) through no fault of Recipient was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser; (c) was developed by employees, contractors or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of Discloser's Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) to the extent necessary to establish the rights of either of the Parties under this Agreement shall not be considered to be a breach of this Agreement by such Recipient; provided, however, Recipient shall provide prompt prior written notice thereof to Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure.

**5. Ownership and Return of Confidential Information and Other Materials.** No later than five (5) business days after any request by Discloser to Recipient for the destruction or return of Confidential Information, materials developed therefrom, and other Discloser-furnished materials, Recipient shall comply by destroying all such Discloser-furnished materials and providing evidence of such destruction via a destruction certificate, in accordance with the GLB Act and any applicable state and local regulations, or Recipient shall return to Discloser, all such Discloser-furnished materials. Recipient will provide Discloser a written certification of Recipient's compliance with Recipient's obligations under this Section.

**6. Independent Development.** Recipient may be currently or in the future developing information internally, or receiving information from other parties that may be similar to all or a part of Discloser's Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or declaration that Recipient will not develop or has developed products or services, that, without violation of this Agreement, might compete with the products or systems contemplated by Discloser's Confidential Information.

**7. Disclosure of Third Party Information.** Neither of the Parties shall communicate any information to the other Party in violation of the proprietary rights of any third party.

**8. No Warranty.** All Confidential Information is provided by Discloser "AS IS" and without any warranty, express, implied or otherwise, regarding such Confidential Information's accuracy or performance.

9. **No Export.** Recipient will not export Confidential Information unless required by law or authorized to export under the terms set forth above. Recipient will obtain any licenses or approvals the U.S. government or any agency thereof requires prior to exporting, directly or indirectly, any technical data acquired from Discloser pursuant to this Agreement or any product utilizing any such data.

10. **Term.** This Agreement shall govern all communications between the Parties that are made from the Effective Date of this Agreement. The Agreement will terminate as to the further exchange of Confidential Information immediately upon receipt by one party of written notice to the other. The obligations of this Agreement, as they apply to any Confidential Information disclosed prior to termination, will survive termination for a period of five (5) years; provided Recipient's obligations hereunder will survive and continue in effect thereafter with respect to any Confidential Information that is a trade secret under applicable law.

11. **No Assignment.** Each of the Parties will neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

12. **Injunctive Relief.** The Parties agree that a breach of this Agreement by Recipient may cause irreparable and continuing damage to Discloser for which money damages are insufficient, and Discloser shall be entitled to seek injunctive relief and/or a decree for specific performance and such other relief as may be afforded under current Federal Law (including money damages where appropriate).

13. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission, electronic mail with return receipt or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or to such other address as either of the Parties may provide in writing.

To:  
Genstone Construction, LLC  
900 S. Frontage Road, Suite 310  
Woodridge, IL 60517  
Attn: Ron Marszalek

Copy to:  
Genstone Construction, LLC  
5426 Bay Center Dr., Suite 300  
Tampa, FL 33609  
Attn: General Counsel

To the other party:

14. **Place of Delivery and Governing Law.** This Agreement shall be deemed to have been made in the State of Delaware, and shall be construed in accordance with the laws of the State of Delaware. The Parties hereby agree that all disputes arising hereunder shall be submitted to and shall subject themselves to the courts of competent jurisdiction, state and federal, in the State of Delaware.

15. **Severability.** If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

16. **Waiver; Modification.** If either of the Parties waives any term, provision or a breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by both Parties. No waiver by either Party of a

breach of this Agreement by the other Party shall constitute a waiver of any other or subsequent breach by the other Party. This Agreement may be modified only if authorized signatories of both Parties consent in writing.

17. **Entire Agreement.** This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous agreements concerning such Confidential Information, written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_ day of \_\_\_\_\_, 2025.

**GENSTONE CONSTRUCTION, LLC**

**[CONTRACTOR]**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_