

AGREEMENT NOT TO COMPETE AND NOT TO SOLICIT

This Agreement, effective the date set forth below, is between CLT GROUP LLC (the "Company") and the undersigned Independent Contractor (the "Contractor").

WHEREAS, the Company desires that its contractors not directly or indirectly compete with the business of the Company, and further seeks to assure that its' Contractors will not solicit the Company's customers; and

WHEREAS, Contractor acknowledges that this agreement not to compete and not to solicit the Company's customers provides valuable consideration for the parties continued relationship.

NOW THEREFORE, the parties agree:

1. **Agreement Not to Compete / Scope of Non-Compete.**

Contractor represents that during such time as he or she provides services to the Company, and for eighteen (18) months after the Contractor discontinues providing services to the Company (the "Restriction Period"), that the Contractor shall not, in any capacity, whether individually or jointly, as a partner, contractor, consultant, officer, shareholder or employee directly or indirectly, own, manage, advise or engage in the ownership, management or control of, or be employed or otherwise affiliated as a consultant or independent contractor with any business that competes with the Company. Contractor further agrees not to assist any third parties to compete with the Company in any way. This covenant not to compete shall only apply to a 2000 mile radius from Davenport FL.

2. **Agreement Not to Solicit Customers.**

Contractor acknowledges that the Company's customers are an integral part of the Company's business, that information relating to such customers is part of the Company's Confidential Information and that the loss of such customers will have a substantial adverse effect on the Company's business. Therefore, Contractor agrees:

- During the Restriction Period, Contractor will not, either directly or indirectly, for any purpose other than for the benefit of the Company, solicit, provide sales or service to, or otherwise accept business of the type then being conducted by the Company from any person, partnership, corporation, or other entity who is then a customer of the Company, or who was a customer of the Company during the eighteen (18) month period immediately prior to Contractor's discontinuation of providing services to the Company; or

- Contractor further agrees that, during the Restriction Period, Contractor will not, either directly or indirectly, attempt to cause any person, partnership, corporation, or other entity who is then a Customer or a Prospective Customer to divert such customer's business away from the Company to any other person or entity, whether or not Contractor is affiliated with such person or entity. Customers specifically include but are not Customers specifically include, but are not limited to, **Safeguard Properties**, and all towns, cities in all states that are currently being serviced by CLT Inspection Services. This includes any rezoning of states by Safeguard Properties.

3. **Reasonableness of Restrictions.**

Contractor acknowledges that the protections of the Company set forth in this Agreement are reasonable in terms of duration, geographic area.

Date:

Name of Contractor
Contractor



CLT Inspection Services
Charles Rodgers, CEO