



PROPRIETARY INFORMATION AND NON-SOLICITATION AGREEMENT

AGREEMENT (the "Agreement"), dated as of this __ day of _____, by and between Provenance Wealth Advisors, LLC, and its parent, subsidiaries, affiliates, successors, and assigns (the "Company"); and ("Representative").

W I T N E S S E T H:

WHEREAS, the Company is an investment adviser, registered under the laws of the State of Florida;

WHEREAS, the Representative is registered with the Financial Industry Regulatory Authority (FINRA), and with certain states as a registered representative with a broker-dealer that provides services for certain of the Company's clients; and

WHEREAS, the Representative is either employed by the Company or has been retained by the Company as an independent contractor.

NOW, THEREFORE, in consideration of Representative's either employment at-will with the Company or retention at-will by the Company, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. CONFIDENTIAL INFORMATION.

(a) As used herein, the term "Confidential Information" shall mean, with respect to the Company, information, materials, and trade secrets, including but not limited to information regarding methods of operation, formulations, finances, contracts, customer lists, potential customers, business plans, marketing, products, skills, performance specifications, and other information and know-how, all relating to or useful in the Company's business, and which the Company regards as confidential and in the

nature of trade secrets. Without regard to whether all of the foregoing matters would be deemed confidential, material, and important, Representative hereby stipulates and agrees that the same are confidential, material, and/or important.

(b) Non-Disclosure. As a consequence of Representative's employment and/or engagement by the Company, the Company may disclose or make known to Representative, and/or Representative may be given access to or may become acquainted with, Confidential Information. Representative recognizes that the Confidential Information constitutes valuable and unique assets owned by, or in the custody of, the Company, and Representative hereby covenants and agrees that as of the date hereof and for all times thereafter, irrespective of the termination of this Agreement and irrespective of the reasons for such termination, Representative shall not use such Confidential Information or any part thereof in any manner for Representative's own benefit, for the benefit of a third party, or for the benefit of an affiliate of Representative, or to the detriment of the Company, and shall hold all of such Confidential Information in the strictest confidence, not to be used, reproduced, distributed, or disclosed to anyone, directly or indirectly, either in writing or orally or otherwise, without the express written consent of an Executive Officer of the Company. Representative shall take any and all reasonable measures to prevent the disclosure of such Confidential Information.

(c) Exceptions. Notwithstanding any provision to the contrary herein, the term Confidential Information, as used herein, shall not include that which: (i) was known to Representative at the time the Representative first became employed and/or retained by the Company, as evidenced by written records in the possession of Representative at the time of disclosure; (ii) becomes publicly available without the breach of this Agreement by Representative; (iii) is subsequently disclosed to Representative by a third party who is in lawful possession of the Confidential Information and as to which the third party is not under an obligation of confidence; and/or (iv) was in the public domain at the time of disclosure by the Company to Representative (through no fault of Representative). In the event Representative is required by law to disclose any such Confidential Information, Representative shall afford the Company as much advance notice as possible to permit the Company to contest any such disclosure and/or obtain a protective order regarding the same, and Representative shall disclose only so much of such Confidential Information as is necessary to comply with such legally mandated disclosure.

(d) Documents. All documents relating to Confidential Information, as well as the Confidential Information itself, are the exclusive property of the Company.

(e) Return of Confidential Information. Promptly upon the request of the Company and/or immediately upon the termination of this Agreement, irrespective of the reasons and/or cause for such termination, all writings, formulations, tapes, digital and/or electronic data, manuals, or other physical manifestations of the Confidential Information, all writings and material describing, analyzing, or containing any Confidential Information, and all copies thereof which Representative obtained directly or indirectly from the Company shall be delivered by Representative to the Company, and Representative shall not, directly or indirectly, retain any copies of the same.

2. NON-SOLICITATION.

(a) Representative hereby covenants and agrees that during the term of this Agreement (as described below), and for two (2) years following the termination of this Agreement, irrespective of the reasons for any such termination, Representative shall not, directly or indirectly, on Representative's own behalf or in the service or on behalf of others, or through another entity:

(a) solicit or induce or attempt to solicit or induce any officer, director, employee, or agent of the Company to leave the employ of the Company, or in any way interfere with the relationship between the Company and such individuals; or (b) knowingly hire, employ, or otherwise compensate any person who was an officer, director, employee, or agent of the Company at any time during the term of this Agreement.

(b) In addition, Representative hereby covenants and agrees that during the term of this Agreement, and for two (2) years following the termination of this Agreement, irrespective of the reasons for any such termination, Representative shall not, directly or indirectly, on Representative's own behalf or in the service or on behalf of others, or through another entity, solicit or attempt to induce any client of the Company to reduce, eliminate, or modify the level or magnitude of business between such client and the Company. As used herein, the term "client of the Company" shall mean any person, business organization, or affiliate thereof, which during the term hereof, to the knowledge of Representative, has retained the services of the Company, or which during the term hereof, to the knowledge of Representative, the Company actively solicited in an attempt to develop such person or business organization as a customer and/or client of the Company. Notwithstanding anything contained herein to the contrary, a "client of the Company" shall not include any such client who initially became a client of the Company

as a direct consequence of the Representative becoming employed or retained by the Company, or was directly introduced to the Company by the Representative through the Representative's own referral network or direct marketing efforts (hereinafter, "a client of the Representative"). Notwithstanding the foregoing, a client of the Company who was introduced to the Company by the Representative as a consequence of the marketing efforts engaged in by the Company or as a consequence of the Company's own referral network, shall be deemed a client of the Company. The Representative further agrees and acknowledges that with respect to clients for which the Representative is compensated on personal business that they brought into the firm, such clients would be deemed not to be clients of the Company, but rather would be deemed "a client of the Representative."

(c) The Company hereby covenants and agrees that for two (2) years following the termination of this Agreement, the Company shall not, directly or indirectly, solicit or attempt to induce any "client of the Representative," as defined above, who transfers his, her or its business away from the Company and to the Representative, or to an entity of which the Representative is then associated with, to reduce, eliminate, or modify the level or magnitude of business between such client of the Representative and the Representative or such entity with which the Representative is then associated. Notwithstanding the foregoing, this subsection shall not be applicable with respect to any attempt by the Company to obtain business from any client of the Representative which is otherwise being effectuated by or directed to third parties who are not then associated with the Representative.

(d) Notwithstanding anything contained herein to the contrary, the parties hereto hereby agree that the prohibition against solicitation contained in subsections (b) and (c) above, shall not preclude any solicitation initiated by a client directly to the Company and/or to the Representative.

3. SCOPE OF RESTRICTIONS.

(a) The Representative has carefully read and considered the promises made in this Agreement, and that the Representative agrees that the promises made in this Agreement are reasonable and necessary for protection of the Company's legitimate business interests, including but not limited to, its trade secrets; its Confidential Information; its clients' Confidential Information; its relationships with prospective and existing clients; and its productive and competent workforce. The Representative further agrees that prior to signing this Agreement, the Representative has been provided a reasonable time to review the Agreement and has been given an opportunity to consult separate counsel concerning the terms of this Agreement.

(b) The Representative and the Company each hereby further agree that the restrictions contained in this Agreement are reasonable and necessary for the protection of the Company and the Representative, respectively, and that each party has relied upon the other representations and covenants herein. If, at the time of enforcement of this Agreement, a court of competent jurisdiction shall hold that the duration, scope, or area restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope, or area reasonable under such circumstances shall be substituted for the stated duration, scope, or area, and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope, and area permitted by law.

4. INJUNCTIVE RELIEF; DAMAGES.

(a) Each party hereby acknowledges that the other will be irreparably damaged and that the other party will have no adequate remedy at law in the event of any actual or threatened violation of the terms of this Agreement. Each party therefore hereby agrees that the other party shall be entitled to a decree or order by any court of competent jurisdiction enjoining such threatened or actual violation of any of such covenant, without the necessity of having to post a bond or the furnishing of security of any kind. Such decree or order, to the extent appropriate, shall specifically enforce the full performance of any such term by such other party, and such other party hereby consent to the jurisdiction of any such court. Enforcement of any remedy under this subsection shall not reduce or adversely affect any other remedy which may be available to the parties hereto in law or in equity, and nothing herein shall prevent a party hereto from seeking injunctive or other relief, including without limitation monetary damages, in connection with an alleged breach of the terms of this Agreement.

5. NON-DISPARAGEMENT.

(a) The Representative agrees that the Representative will not during the course of Representative's employment or retention by the Company or at anytime thereafter, criticize, ridicule, or make any statement which disparages or is derogatory of Company, or any of its officers, directors, agents, associates, consultants, or clients.

6. INDEMNITY.

(a) Each party agrees to indemnify and hold the other harmless against any and all damage, loss or expenses, including reasonable attorney's fees, relating to any breach of this Agreement by the other party.

7. MISCELLANEOUS.

(a) This Agreement contains the complete, full, and exclusive understanding between the parties and supersedes any and all other oral or written agreements between them with regard to any subject matter addressed in this Agreement. Any amendments, additions, or supplements to this Agreement shall be effective and binding on the parties only if any such amendments, additions, or supplements are in writing and signed by both parties.

(b) This Agreement shall inure to the benefit of and be enforceable by the Company's successors and/ or assigns. This Agreement shall not be assignable by Representative. In the event of Representative's death, this Agreement shall be binding upon the Representative's estate, heirs, and legal representatives to the extent required to effectuate its terms.

(c) If any provision of this Agreement is invalid, illegal, or unenforceable, it shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without application to the principles of conflicts of laws. The parties hereto agree to submit to the jurisdiction of the State of Florida; agrees that any dispute concerning the interpretation or application of this Agreement shall be heard **BY A JUDGE AND NOT A JURY**; and agree that any suit may be brought in any state or federal court of competent jurisdiction in Broward County, Florida. Each party hereto waives any and all objections to jurisdiction or venue.

(e) All agreements and representations shall survive the execution and delivery of this Agreement.

(f) The waiver by any party hereto of any breach or default by the other party of any of the terms of this Agreement shall not be deemed to be, nor shall the same constitute, a waiver of any subsequent breach or default on such other party's part.

(g) **Nothing contained in this Agreement shall alter Representative's status as an at-will employee or at-will independent contractor who may be terminated or may resign from employment with or retention by the Company at any time with or without cause. Furthermore, nothing in this Agreement provides to Representative or should be interpreted as providing to Representative any ownership right or interest in the Company.**

(h) This Agreement shall be for a term of one year commencing as of the date first written above and ending one day prior to the first anniversary thereof, provided, however, that this Agreement shall automatically be renewed for subsequent one year terms upon the expiration of the then current term, unless either party hereto gives written notice to the other party of its intent not to renew this Agreement, and which notice is given not less than ninety (90)

days prior to the expiration of the then current term. Notwithstanding foregoing, this Agreement shall automatically terminate upon the effective date of any termination of Representative's employment or retention by or with the Company

(i) All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received as follows: (i) upon personal delivery; or (ii) one business day following the day when deposited with an overnight courier service or priority overnight service such as Federal Express for delivery to the intended addressee; or (iii) five days following the date of deposit in the United States mails, first class postage prepaid, directed to the following addresses:

To the Company: 515 E. Las Olas Blvd., 15th Floor, Fort Lauderdale, FL 33301

To the Representative:

(j) The Representative acknowledges that the Representative has read and understands this Agreement and the Representative agrees to be bound by the terms and conditions described herein.

IN WITNESS WHEREOF, the undersigned have hereunto executed this Agreement as of the date first written above.

Representative:

Provenance Wealth Advisors, LLC
