PROSPECT NONDISCLOSURE AGREEMENT (ONE-WAY)

6AM Bid Team · Prospect NDA v0.2

This is a one-way confidentiality agreement given by Johan Van Den Heever, doing business as 6AM Bid Team ("6AM Bid Team", "we" or "us"), to the company or person named below, or who sends us Confidential Information for a quote ("you").

6AM Bid Team is not yet a company. The current operator of the 6AM Bid Team service makes this pledge. When a company formed to run 6AM Bid Team takes over this agreement, it assumes all our duties under it. The operator remains responsible for anything that happened before the transfer.

How this agreement works. This agreement is our signed offer to you. You accept it, and it becomes a binding agreement between us, when you (or someone acting for you) send us Confidential Information after this agreement has been made available to you, by the link on our quote form, at 6ambidteam.com/nda, or attached to or linked in our email. You don't need to sign anything. The confidentiality duties run one way: only we make confidentiality promises, and you make none to us. By sending us Confidential Information you also agree to Sections 12 (limits of liability) and 13 (governing law and courts). If you don't agree to them, don't send us Confidential Information; email bids@6ambidteam.com and we'll discuss a signed version instead. We give our promises in exchange for your sending us information and considering us for your work. This agreement applies to Confidential Information you send from the Effective Date. It does not apply to anything you sent before this agreement was made available to you, unless we confirm that in writing.

The Effective Date is the date you accept this agreement by sending us Confidential Information after it has been made available to you.

1. Purpose. We will use your Confidential Information only to evaluate your request, run a conflict check, and give you a quote. This is not an order, a reservation of capacity, or a promise that we will accept work.

2. What we protect. "Confidential Information" means the information you, or anyone acting for you, give us in connection with a quote or a possible order, including drawings, specifications, addenda, bid forms and other bid documents; your prices, labor rates, markups, unit costs, subcontractor and supplier quotes and lists, bid strategy, bid/no-bid decisions and bid results; the fact that you are bidding a project and how much; and anything you mark confidential. We will keep it secret, use it only for the purpose in Section 1, and protect it with at least reasonable care.

3. How we use and share it. We may share Confidential Information only with our personnel, contractors and service providers who need it for the purpose in Section 1 and are bound by confidentiality duties at least as protective as this agreement. Those people and providers are the ones we name in our Privacy Policy, and we use two-step (multi-factor) sign-in on our company accounts. We are responsible for any breach of this agreement by anyone we share your Confidential Information with. We will never re-host, redistribute, sell or share plan sets except as this Section allows. Owner and design-professional copyrights stay with their owners.

We may use software, cloud and AI-assisted tools to help us review what you send and prepare a quote. We use for your Confidential Information only business accounts or settings under which the provider does not train its models on customer content, and those service providers are bound by confidentiality terms at least as protective as this agreement. We never use your Confidential Information, even in combined, aggregated or anonymized form, to build price benchmarks, databases or tools, to train or fine-tune any AI model (ours or a provider's), or to prepare work for anyone else.

We never use one client's prices, quotes, lists, bid intentions or strategy to prepare work for another client, and never tell anyone outside your company what you are bidding, the amount of a bid, or whether you are bidding. We will not name you, use your logo, or say we work for you in public without your written permission, and we never publish your bid amounts or pricing.

4. Conflicts; we may decline. We run a conflict check before accepting an order. We will work for only one client for the same scope on the same project, and for only one general-contractor client per project. The first accepted Order Form (or accepted Number Check Terms) gets the slot, and we will decline the later request without saying who holds it. We may decline any request, including after a conflict check, or decline or withdraw from any project on which our owners or personnel have a conflict of interest, without stating the reason.

This agreement does not reserve a slot for you, does not stop us declining your request, and does not stop us taking another client on a different scope or a different project. Receiving your Confidential Information under this agreement is not acceptance of an order.

4A. Send project details first. Please send only the project name, owner, location, bid date and your scope or trade first. Don't send pricing, sub quotes or bid strategy until we confirm we can take the job. If we receive pricing or bid strategy for a project where we already act for another client on the same scope (or for another general contractor on the same project), we will not review or use it, we will not tell our other client or anyone else that you sent it, we will delete it and confirm deletion to you, and the people working for our existing client will not see it.

5. What is not confidential. Confidential Information does not include information that is or becomes public through no fault of ours, that we already lawfully knew, that we lawfully receive from someone else without a duty of confidence, or that we independently develop without use of or reference to your Confidential Information. Short facts lawfully available on a public, no-login owner page or official bid posting (such as project name, owner, location, bid date, a short scope summary and a published award amount) are not your Confidential Information. That does not make your interest in, strategy for, or pricing of that project public, and does not allow us to redistribute plans, specifications or addenda.

6. If the law requires disclosure. We may disclose Confidential Information if required by law or court order, after giving you prompt notice where the law allows, and only to the extent required, and we will reasonably cooperate, at your expense, if you seek a protective order. We may also share Confidential Information in confidence with our lawyers, accountants and insurers as needed to get advice or defend a claim.

7. Return or deletion. Within 30 days of your written request, or after we decline your request or you tell us to stop considering it, we will return your Confidential Information in a commonly used format if you ask, will delete it from our active systems, and will certify deletion on request. If no order follows, we delete your Confidential Information from our active systems within 90 days after our last contact, even if you don't ask. Contact details from a quote request may be kept longer, as our Privacy Policy describes. That deletion does not require us to destroy (a) copies in routine backups, which are deleted on the normal backup cycle, (b) copies required by law, or (c) one archived copy kept solely to defend claims and meet insurance requirements for the archive period in section 9.6 of our Master Services Agreement. We will not use a retained copy to perform work for any other client, or for any other purpose, and will delete the archive copy when that period ends. Retained copies stay confidential under this agreement.

8. Security incidents. We will tell you without undue delay, and within 72 hours after discovery, if your Confidential Information is accessed or disclosed without authorization.

9. How long this lasts. These duties last for three (3) years after the later of the Effective Date and the date we last receive Confidential Information from you, and for trade secrets for as long as they remain trade secrets under the Iowa Uniform Trade Secrets Act (Iowa Code ch. 550). If our Master Services Agreement or Number Check Terms later replace this agreement under Section 11, the survival terms in those documents control instead, subject to Section 11.

10. No license; no obligation. This agreement does not transfer ownership of anything you send us, and does not give us a license except the limited right to use Confidential Information for the purpose in Section 1. It does not require you to order work from us, and does not require us to quote, accept or perform any work.

11. If you later sign our order documents. If you later sign our Master Services Agreement or our Number Check Terms, those documents replace this agreement from the date they take effect. Confidential Information you sent us under this agreement is then treated as confidential information under those documents. Claims about anything that happened before then stay under this agreement, and Confidential Information you sent about other projects stays protected under this agreement.

12. Limits of liability. TO THE FULLEST EXTENT PERMITTED BY LAW, WE ARE NOT LIABLE FOR LOST PROFITS OR REVENUE, LOST BIDS, CONTRACTS OR OPPORTUNITIES, LOSSES ON CONTRACTS AWARDED, BID-BOND OR BID-SECURITY FORFEITURE, DELAY DAMAGES, OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY, EVEN IF TOLD THEY MIGHT HAPPEN. OUR TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO TWENTY-FIVE THOUSAND U.S. DOLLARS ($25,000). The limit in this Section does

not apply to, and does not reduce, any injunction or other non-monetary relief. Nothing here limits liability for our fraud, gross negligence or willful misconduct, or any liability that cannot be limited by law. Unauthorized use or disclosure may cause irreparable harm, and you may seek an injunction in addition to other remedies. If you later sign our Master Services Agreement, our liability for Confidential Information received before then is no less than the limit in this Section.

13. Governing law and courts. This agreement is governed by the laws of the State of Iowa, without regard to its conflict-of-law rules. Any lawsuit about this agreement must be brought only in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa, and you consent to those courts. If a law that cannot be waived by agreement requires a different law or court for a particular dispute, that law controls only to the extent it requires.

14. General. This is the whole agreement on its subject and may be signed or accepted electronically. Electronic records and signatures have the same effect as originals (Iowa Code ch. 554D; 15 U.S.C. 7001). If any part is unenforceable, it is enforced to the maximum extent allowed and the rest stays in effect. We may transfer this agreement to a company formed to run 6AM Bid Team or to a successor to our business, as Section 1 describes. The version that applies is the version in force on the Effective Date, identified as Prospect NDA v0.2. A later version never applies to Confidential Information already sent. We keep every published version and a hash of its exact text.

Our signature (required to bind us)

Johan Van Den Heever d/b/a 6AM Bid Team

Johan Van Den Heever

By: /s/ Johan Van Den Heever

Name: Johan Van Den Heever

Title: Owner

Date: November 26, 2026

Electronically signed November 26, 2026

Notice email: bids@6ambidteam.com

You may, but need not, acknowledge receipt below. Your signature is not required. Sending us Confidential Information after this agreement has been made available to you is acceptance, as described above.

Optional acknowledgment of receipt

Company: _____

Name: _____

Email: _____

Date: _____

Signature (optional): _____

SHA-256 of this agreement's exact text: 37d8148b4ffb23baa79d8601288f64893bb431b46b806fdc8f8086ddea886603