

OpacityVision VR LLC

Vendor Customer Non-Solicitation and Independent Opportunity Agreement

Protection of vendor-supplied customer records while preserving customer choice, direct inquiries, competitive bids, and independently sourced opportunities.

Effective Date	[Insert Effective Date]
OpacityVision VR LLC	Missouri limited liability company
Vendor	[Insert Vendor Legal Name]
Vendor Entity / Address	[Insert Entity Type, State of Formation, and Address]
Protection Period	[Twenty-four (24) months] after the last documented actual transaction or service
Governing Law	Missouri
Draft Status	Boilerplate (v1.0) — complete bracketed fields and review before use

Complete all bracketed fields and have counsel review this boilerplate before signature or distribution. This form is intentionally narrower than a general non-compete.

1. Agreement and Purpose

This Vendor Customer Non-Solicitation and Independent Opportunity Agreement (this “Agreement”) is entered into as of the Effective Date by and between OpacityVision VR LLC (“Opacity Vision”) and the Vendor identified above (“Vendor”). Opacity Vision and Vendor are each a “Party” and together the “Parties.”

Vendor may provide nonpublic customer, facility, student, attendance, training, commercial, or operational records to Opacity Vision so that Opacity Vision can administer its platform, support Vendor, document Vendor contributions, or perform related services. This Agreement prevents those records from being converted into an Opacity Vision direct-sales lead list and protects only the confidential records and actual customer relationships and goodwill documented in them. It preserves legitimate competition, customer choice, direct customer requests, competitive procurement, and opportunities developed independently of those records.

The Parties acknowledge the receipt and sufficiency of consideration for this Agreement, including Vendor’s authorized disclosure of Vendor Records for the permitted purposes, Opacity Vision’s receipt and permitted use of those records, and Opacity Vision’s covenant below.

2. Definitions

For this Agreement:

- “Vendor Records” means nonpublic information supplied by or expressly attributed to Vendor through the Opacity Vision platform or another designated channel, including customer and facility accounts, rosters, contacts, attendance, training history, purchase orders, invoices, pricing, contracts, contribution evidence, and

similar records. Vendor Records exclude public information, generalized industry information, and information independently obtained by Opacity Vision without use of Vendor Records.

- “Protected Customer” means a person or entity with whom Vendor actually dealt in a direct commercial relationship, including by selling or providing paid products or services to that person or entity or on its behalf, and whose relationship is identified in contemporaneous Vendor Records. Protection does not extend automatically to a customer’s parent, subsidiary, affiliate, separate business unit, unrelated facility, employees, or students unless Vendor actually dealt with that person or entity and the qualifying dealings are separately documented. A name appearing only as a lead, unverified prospect, public-directory entry, facility, employee, or student does not create a Protected Customer.
- “Competitive Services” means only products or services that are the same as, substantially similar to, or directly competitive with the products or services Vendor actually provided to the Protected Customer and documented in contemporaneous Vendor Records.
- “Relevant Market” means the geographic market, facility, site, business unit, or procurement scope in which Vendor actually provided the Competitive Services to the Protected Customer. The covenant does not extend to other markets, sites, affiliates, or business units merely because they share a corporate name.
- “Restricted Solicitation” means targeted outbound sales activity initiated by Opacity Vision, using nonpublic Vendor Records as a material source, to solicit, induce, direct, persuade, encourage, or otherwise cause a Protected Customer to reduce, terminate, or transfer to Opacity Vision any portion of Vendor’s business involving Competitive Services within the Relevant Market.
- “Protection Period” means twenty-four (24) months after Vendor’s last actual transaction with or performance of Competitive Services for the Protected Customer, as documented in a qualifying Vendor Record created or supplied within ninety (90) days after that transaction or service, unless the Parties insert a different period in the metadata table. A later correction, upload, administrative entry, or record retention event does not restart the Protection Period unless it documents a new actual transaction or service.

3. Opacity Vision Covenant

During the Protection Period, Opacity Vision will not use Vendor Records as a direct-sales lead list and will not engage in Restricted Solicitation of a Protected Customer for Competitive Services within the Relevant Market. Opacity Vision will not export, copy, or transfer Vendor Records into a sales-prospecting system for the purpose of bypassing or displacing Vendor.

This covenant is one-way from Opacity Vision to Vendor. It protects Vendor Records and the documented relationship reflected in those records; it does not grant Vendor ownership of any customer, establish a territory, prohibit lawful competition, or prevent a customer from choosing how and from whom it purchases products or services.

4. Activities That Are Not Restricted Solicitation

None of the following constitutes Restricted Solicitation, even if the opportunity involves a Protected Customer or Opacity Vision knows or suspects that the customer also uses Vendor:

- responding to a direct inquiry, referral, introduction, invitation, request for information, request for quotation, request for proposal, invitation to bid, purchase order, contract opportunity, support request, or other communication initiated by or expressly on behalf of the customer;
- participating in any public, publicly noticed, broadly circulated, government, institutional, cooperative-purchasing, or competitive RFP, RFQ, RFI, ITB, bid, tender, procurement, or similar process;
- pursuing an opportunity independently sourced without use of Vendor Records, including through a preexisting relationship, public source, lawful third-party referral, trade event, general industry knowledge, independent research, or separate marketing response;

- general advertising, website content, newsletters, public pricing, educational material, trade-show activity, social media, or other marketing not targeted using Vendor Records;
- providing platform administration, authentication, account notices, certificate delivery, training or testing access, billing, support, security, compliance, incident, regulatory, or legal communications reasonably related to Opacity Vision services; or
- continuing or expanding a relationship that Opacity Vision can document existed independently of Vendor Records.

Opacity Vision may not disguise targeted sales outreach as operational or support communication for the purpose of bypassing Vendor.

5. Direct Requests, RFPs, and Competitive Bids

Opacity Vision may respond to and compete for an opportunity when a customer, procurement representative, consultant, prime contractor, lawful referral source, or public process solicits Opacity Vision directly. Opacity Vision may submit a bid or proposal directly, independently, as a subcontractor, or in another lawful role.

Opacity Vision does not have to decline, redirect, or disclose such an opportunity merely because Vendor has served, currently serves, or may serve the customer. This Agreement alone does not entitle Vendor to participate in the opportunity or receive a commission, referral fee, revenue share, contribution payment, territory protection, exclusivity right, or right of first refusal. Any such right must arise from a separate signed agreement that expressly applies to the opportunity.

6. No Duty to Investigate

Opacity Vision may rely on the apparent source and circumstances of an opportunity. Opacity Vision has no duty to investigate whether a prospective customer has or previously had a relationship with Vendor or another vendor. Mere knowledge that a customer uses Vendor, or that Vendor Records contain the customer's name, does not make a permitted direct request, competitive bid, or independently sourced opportunity a Restricted Solicitation. If Opacity Vision claims that an opportunity was independently sourced, it will preserve reasonable contemporaneous evidence of that source when practical.

7. Vendor Records; Permitted Operational Use

Vendor retains its rights in Vendor Records, subject to customer rights, applicable law, and the Parties' other signed agreements. Opacity Vision may access and use Vendor Records as reasonably necessary to provide, secure, administer, improve, audit, bill for, support, and document the platform and related services; fulfill legal or regulatory obligations; investigate misuse; verify Vendor contributions or program eligibility; and maintain accurate customer, student, training, testing, certification, and facility records.

Opacity Vision may use aggregated or de-identified information that cannot reasonably be used to identify Vendor, a customer, or an individual. Personal data remains subject to applicable privacy law and any signed data-processing agreement. Vendor Records that qualify as Confidential Information remain subject to the Parties' confidentiality agreement.

8. Vendor Responsibilities and Attribution

Vendor represents that it is authorized to provide Vendor Records for the intended purpose and will use reasonable care to keep them accurate, current, confidential where appropriate, and attributable to Vendor. Vendor will use

reasonable measures to protect the secrecy of nonpublic Vendor Records and will submit relationship records within ninety (90) days after the qualifying transaction or service. Vendor will not upload broad prospect lists, public directories, or records of entities with which Vendor has no actual commercial relationship in an effort to create exclusivity or prevent lawful competition. Upon reasonable request, Vendor will provide sufficient contemporaneous documentation to establish the Protected Customer, Competitive Services, Relevant Market, and unexpired Protection Period.

9. Customer Freedom; No Customer Ownership

Customers remain free to contact, evaluate, select, replace, or purchase from any provider. Neither Party owns a customer or may represent that this Agreement restricts the customer. Nothing in this Agreement requires a customer to purchase through Vendor, requires Opacity Vision to refuse direct business, or prevents either Party from accurately describing its own products, services, experience, and relationships.

10. Protection Period and Term

This Agreement begins on the Effective Date and continues while the Parties maintain a vendor, platform, referral, reseller, or related commercial relationship, unless replaced or terminated in a signed writing. The covenant in Section 3 applies separately to each Protected Customer during that customer's Protection Period measured from the last documented actual transaction or service; administrative activity does not extend it. Termination of the Parties' broader relationship does not shorten a Protection Period already in effect. The confidentiality and data-protection obligations governing Vendor Records survive for the periods stated in the applicable signed agreements or law.

11. Relationship to Other Agreements and Programs

This Agreement supplements the Opacity Vision Master Vendor Platform Agreement, Mutual Vendor Non-Disclosure Agreement, Vendor EULA, Privacy Policy, data-processing terms, order forms, reseller terms, referral terms, contribution programs, and other signed agreements between the Parties. A later signed writing may expressly supersede this Agreement. If a conflict concerns personal data, a signed data-processing agreement controls. If a signed opportunity-specific agreement grants Vendor a commission, participation right, or other protection, that agreement controls only for the covered opportunity.

This Agreement does not itself create a partnership, joint venture, fiduciary duty, agency, employment relationship, franchise, dealership, reseller appointment, exclusive territory, non-compete, minimum purchase, referral obligation, or guaranteed payment.

12. Enforcement and Remedies

A threatened or actual misuse of Vendor Records may cause harm that is difficult to measure. Vendor may seek appropriate temporary, preliminary, or permanent injunctive relief, in addition to other remedies available under a signed agreement or applicable law. Any monetary recovery must be based on proven, direct damages caused by a breach; this Agreement does not create an automatic commission, liquidated damages amount, presumption of lost profits, or ownership interest in a customer. Remedies remain subject to any limitation-of-liability provision in a signed agreement that expressly applies to this Agreement.

13. Missouri Construction and Reformation

The Parties intend Section 3 to protect only legally permissible business interests: nonpublic Vendor Records and the actual customer relationships and goodwill specifically documented in those records. The covenant is intended to be no broader than reasonably necessary as to the protected customer, competitive services, duration, activity, business unit, facility, procurement scope, and geographic market, and it is not intended to restrain ordinary competition or customer choice.

If a court finds any restriction broader than reasonably necessary, the Parties request and authorize the court, to the extent permitted by Missouri law, to modify or sever the restriction and enforce it only to the narrowest reasonable scope rather than invalidate the entire covenant. Nothing in this Section expands the covenant or creates a statutory presumption of enforceability that is unavailable to these Parties or this type of agreement.

14. Governing Law and Venue

If the Parties have signed another agreement containing a governing-law and dispute-venue provision, that provision applies to this Agreement. Otherwise, this Agreement is governed by the laws of Missouri, without regard to conflict-of-law rules, and any action arising from this Agreement must be brought in the state or federal courts located in [Insert Missouri County], Missouri. Each Party consents to personal jurisdiction and venue in those courts.

15. Miscellaneous

This Agreement is the complete agreement between the Parties regarding its subject matter and may be amended or waived only in a writing signed by both Parties. Failure to enforce a provision is not a waiver. If a provision is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable while preserving the Parties' intent, and the remaining provisions remain effective. Neither Party may assign this Agreement without the other Party's prior written consent, except to an affiliate or in connection with a merger, reorganization, change of control, or sale of substantially all relevant assets, provided the assignee assumes this Agreement. Notices must be sent to the notice contacts below and are effective upon confirmed delivery. Headings are for convenience only. This Agreement may be signed in counterparts and by electronic signature, each of which is deemed an original and together constitute one instrument.

16. Signatures

The individuals signing below represent that they are authorized to bind the respective Party. The Effective Date is the date stated above or, if no date is stated, the date of the last signature.

OpacityVision VR LLC	[Insert Vendor Legal Name]
By: _____	By: _____
Name: [Insert Name]	Name: [Insert Name]
Title: [Insert Title]	Title: [Insert Title]
Date: [Insert Date]	Date: [Insert Date]
Notice Email: [Insert Email]	Notice Email: [Insert Email]
Notice Address: [Insert Address]	Notice Address: [Insert Address]