

MUTUAL NONDISCLOSURE AND NONCIRCUMVENTION & COMPENSATION
AGREEMENT

This agreement dated ____ of _____ 20__ (“Agreement”) is made between **AbrahamCapital.LLC, or his successors or assigns;** and _____, represented by its _____, located at _____ to protect the confidential and/or proprietary information noted herein. These two parties, and any affiliates or subsidiaries to each, are referred to individually as “Party” or collectively as “Parties”.

1. To facilitate discussions, meetings and the conduct of business between the Parties with respect to any matter of mutual interest, it may be necessary for either Party to disclose to the other confidential or proprietary technical, customer, strategic, personnel and/or business information in written, graphic, oral or other tangible or intangible forms including, but not limited to, specifications, records, data, computer programs, drawings, schematics, know-how, notes, models (whether financial or technical, including kinetic), reports, proprietary designs and samples related to technology, strategy, sales, financing, operational, acquisition, or development opportunities (“Confidential Information”). Confidential Information shall expressly include, but not be limited to, business strategies and opportunities, process capabilities (whether proven or contemplated), technologies, vendors, investor and/or finance relations, contacts, and process advancements.

2. Each Party agrees not to circumvent the business affairs of the other, nor urge affiliates or other third parties to pursue any transactions currently being contemplated by, or in process, through companies owned, operated, managed, or directly controlled by the other. Both Parties agree not to independently pursue recommendations or transactions proposed by the other without prior written consent, or engage or urge affiliates or other third parties to pursue the transactions proposed by the other without prior written consent. Consent by either Party can be granted in consideration for compensation to be determined by mutual agreement of the Parties.

3. Each Party acknowledges and agrees

- a. All Confidential information required by either Party from the other is, shall be and shall remain the exclusive property of the disclosing Party;
- b. To inform the receiving Party, in advance of any disclosure of Confidential Information, in non-confidential and non-proprietary terms, of the nature of the proposed disclosure, and to afford the receiving Party the option of declining to receive the Confidential Information;
- c. To hold all information shared by either Party in writing or via electronic media as confidential or proprietary, whether or not it is marked as confidential or proprietary;
- d. Information that is disclosed orally shall be considered Confidential Information if it is in fact Confidential Information, as defined in this Agreement;
- e. To receive in confidence any Confidential Information; to limit access to such Confidential Information to authorized employees or owners who have a need to know the Confidential Information in order for the Party to participate in the matter of mutual

interest described above; and not to disclose such Confidential Information to others or authorize anyone else to disclose such Confidential Information to others without the prior written approval of the disclosing Party, unless such others are retained by the recipient to advise the recipient on the transaction, including appraisers, lawyers, CPA's, engineers, advisers, vendors, and any other professionals and independent contractors (collectively, Representatives) the recipient believes in good faith are necessary to assist it in making decisions regarding the matter of interest. Before disclosing the other Party's Confidential Information to a Representative, the receiving Party must advise the Representative of the confidential nature of the Confidential Information being disclosed and direct the Representative to comply with the confidentiality and non-circumvention provisions of this Agreement. ***Each receiving Party shall be responsible for any breach of this Agreement by its Representatives;***

- f. To use such Confidential Information only for purposes of work, services, analysis, or decision making in conjunction with activities to be pursued with the other Party;
 - g. To return promptly to the disclosing Party, or to destroy any copies of such Confidential Information in written, graphic or other tangible form at the disclosing Party's written request;
 - h. The obligations with respect to Confidential Information shall extend for a period of five (5) years following the date of initial disclosure of that Confidential Information, and such obligations shall extend beyond completion of the term of this Agreement for two (2) years; and
 - i. Neither disclosure of Confidential Information nor of this Agreement shall be construed as a license to make, use or sell the Confidential Information or products derived therefrom.
4. These obligations do not apply to Confidential Information that:
- a. As shown by reasonably documented proof, was in the other's possession prior to receipt thereof from the disclosing Party (provided however that such prior information was not conveyed under a prior confidentiality agreement); or
 - b. As shown by reasonably documented proof, was received by one Party in good faith from a third party not subject to a confidential obligation to the other Party; or
 - c. Is disclosed pursuant to a requirement imposed by a governmental agency or is otherwise required to be disclosed by a lawful requirement, the Party receiving the request for the information shall notify the disclosing Party giving it an opportunity to participate in objecting to production of the Confidential Information; or
 - d. Is authorized in writing by the disclosing Party to be released or is designated in writing by the disclosing Party as no longer being Confidential Information.
5. It is agreed that a violation of any of the provisions of this Agreement may cause irreparable harm and injury to the non-violating Party and that Party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the violating Party from doing or continuing to do any such act and any other

violations or threatened violations of the Agreement. Neither Party shall be liable to the other, whether in contract or in tort or otherwise, for special, indirect, incidental or consequential damages.

6. Neither this Agreement nor provision of Confidential Information pursuant to it shall be construed as an agreement, commitment, promise, or representation by either party to do business with the other or to do anything except as set out specifically in this Agreement.

7. This Agreement shall be construed in accordance with the laws of the jurisdiction wherein any party, parties or tortfeasor is found anywhere in the world or in the United States of America.

8. This Agreement is the entire agreement between the Parties with respect to nondisclosure of Confidential Information and supersedes all prior agreements and understandings with respect to this subject. This Agreement may be amended only by written agreement executed by both Parties. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other. This Agreement shall be binding on principals, agents, successors and permitted assigns of the Parties.

9. Unless terminated earlier by written notice, notwithstanding the obligations of the Agreement, it shall remain in force for five (5) years.

10. Each party may execute this Agreement on different dates, in separate places and on separate copies. Each signature when combined with the others shall constitute a binding agreement when transmitted by facsimile and or email attachment sent from one party to the other and such facsimile or emailed copies shall constitute an original and enforceable Agreement.

So signed and agreed upon by the Parties hereto:

AbrahamCapital.LLC

BY: _____

BY: _____
Richard David Walker, CEO

DATE: ____ of _____ 2024

Date: ____ of _____ 2024