



MUTUAL NON-CIRCUMVENT & NON-DISCLOSURE AGREEMENT

This stand-alone Mutual Non-Disclosure and Non-Circumvent Agreement (this "**Agreement**") is made by and between **Cyclum Renewables, LLC** ("**Company**"), a legal entity duly registered and validly existing under the laws of the state of Delaware, having its principal office at 9920 Kincey Avenue, Suite # 120, Huntersville, North Carolina 28078, and _____ (the "**Strategic Partner**") (together, the "**Parties**," and each, a "**Party**") effective as of _____ (the "**Effective Date**").

WHEREAS the Company and Strategic Partner each possess competitively valuable Confidential Information (as hereinafter defined) regarding their respective current operations products and services, future operations, products and services, research and development, and general business operations. By consent to this Agreement, Company and Strategic Partner are currently considering entering a potential business relationship ("**Purpose**") and in connection therewith may need to review or use the other Party's Confidential Information and Materials or create new Confidential Information and Materials.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set out herein and the disclosure of Confidential Information and Materials between Company and Strategic Partner, the hereto Parties agree as follows:

1. **Non-Circumvent.** The Strategic Partner shall not during the term of this Agreement, directly or indirectly, except in collaboration with or with the prior express written consent of the Company:

1.1 enter into any transaction with any party introduced to the Strategic Partner by the Company (the "**Introduced Party**") in competition with the current business activities of the Company.

1.2 solicit the Introduced Party to enter any such transaction; or

1.3 induce, solicit, procure, or otherwise encourage its representatives, employees, interns, and or directors, members or any third party, or respond to any solicitation from any of the same, to enter any such transaction.

2. **Confidential Information and Materials.**

2.1 **Confidential Information.** Except as set out in Section 2 below, "Confidential Information" shall mean any non-public information that the Company or the Strategic Partner specifically mark and designate, either orally or in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential or which the Company or the Strategic Partner creates or produces in the course of this business relationship or proprietary information disclosed by either Party (a "**Disclosing Party**") to the other Party (a "**Recipient**") or its affiliates, or to any of such Recipient's or affiliates' employees, officers, directors, partners, shareholders, agents, attorneys, accountants, or advisors (collectively, "**Representatives**"), including, without limitation:

(a) reports, proposals or other intellectual property, product schematics or drawings, descriptive material, specifications, documentation, software (source code or object code), images, icons, audiovisual components and objects, protocols, customer information, business policies or practices;





(b) all information concerning the Disclosing Party's and its affiliates', and their customers', suppliers', and other third parties' past, present, and future business affairs including, without limitation, finances, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales, and other commercial strategies;

(c) the Disclosing Party's unpatented inventions, ideas, methods, and discoveries, trade secrets, know-how, unpublished patent applications, and other confidential intellectual property;

(d) any third-party confidential information included with, or incorporated in, any information provided by the Disclosing Party to the Recipient or its Representatives and other materials and information of a confidential nature; and

(e) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other material (the "Notes") prepared by or for the Recipient or its Representatives that contain, are based on, or otherwise reflect or are derived from, in whole or part any of the foregoing.

2.2 Exclusions from Confidential Information. Except as required by applicable federal, state, or local law or regulation, the term "Confidential Information" as used in this Agreement shall not include information that:

(a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by the Recipient or any of its Representatives;

(b) at the time of disclosure is legally known by either Party;

(c) was known by or in the possession of the Disclosing Party and furnished to third parties with specific permission as established by documentary evidence, before being disclosed by or on behalf of the Disclosing Party under this Agreement; or

(d) is furnished to the Recipient by a third party who legally obtained such information and the right to disclose it.

2.3 Confidential Materials. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation reports, project and company models, proposals, drawings, schematics, written or printed documents, computer disks, tapes, and compact disks (CD), whether machine or user readable.

3. Obligations and Restrictions.

3.1 Recipient Obligations. The Recipient shall:

(a) protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;





(b) not use the Disclosing Party's Confidential Information or permit it to be accessed or used for any purpose other than any related transactions between the Parties, or otherwise in any manner to the Disclosing Party's detriment;

(c) not disclose any such Confidential Information to any person or entity, except to the Recipient's Representatives who:

(i) need to know the Confidential Information to assist the Recipient, or act on its behalf, in relation to the Purpose or to exercise its rights under the Agreement;

(ii) are informed by the Recipient of the confidential nature of the Confidential Information;

(iii) are instructed to maintain confidentiality and to refrain from making unauthorized copies; and

(iv) subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement; and

(d) be responsible for any breach of this Agreement caused by any of its Representatives.

3.2 Additional Confidentiality Obligations. Except as required by applicable federal, state, or local law or regulation, or otherwise as mutually agreed in writing by the Parties, neither Party shall itself disclose, nor permit any of its Representatives to disclose to any person:

(a) that the Confidential Information has been made available to it or its Representatives, or that it has inspected any portion of the Confidential Information;

(b) that discussions or negotiations may be, or are, underway between the Parties regarding the Confidential Information, including the status thereof; or

(c) any terms, conditions, or other arrangements that are being discussed or negotiated in relation to the Confidential Information.

3.3 Required Disclosure. Any Disclosure by the Recipient or its Representatives of any of the Disclosing Party's Confidential Information under applicable federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction (a "**Legal Order**") shall be subject to the terms of this Section. Before making any such disclosure, the Recipient shall provide the Disclosing Party with:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Recipient remains subject to a Legal Order to disclose any Confidential Information, the Recipient (or its





Representatives or other persons to whom such Legal Order is directed) shall disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, such Legal Order specifically requires the Recipient to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

3.4 Return or Destruction of Confidential Information. At any time during or after the term of this Agreement, at the Disclosing Party's written request, the Recipient and its Representatives shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition, the Recipient shall also destroy all copies of any Notes created by the Recipient or its Representatives and certify in writing to the Disclosing Party that such copies have been destroyed. Notwithstanding the foregoing, the Recipient may retain copies of Confidential Information that are stored on the Recipient's IT backup and disaster recovery systems until the ordinary course deletion thereof. The Recipient shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information.

3.5 Disclosure of Confidential Information and Materials. Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of Strategic Partner's business relationship with the Company, and only as otherwise provided hereunder. The Company and the Strategic Partner agree to segregate all such Confidential Materials from others' confidential materials to prevent commingling.

4. **Rights and Remedies.**

4.1 Discovery of Unauthorized Use. The Company and the Strategic Partner shall notify the other Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or Confidential Materials, or any other breach of this Agreement, and will cooperate with the other Party in every reasonable way to help regain possession of the Confidential Information and or Confidential Materials and prevent further unauthorized use or disclosure. _

4.2 Remedies. The Company and the Strategic Partner acknowledge that monetary damages may not be a sufficient remedy for any breach or threatened breach of this agreement by such Party or its Representatives. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

5. **Term and Termination.** The term of this Agreement shall commence on the Effective Date and shall expire one (1) year from the Effective Date, provided that either Party may terminate this Agreement at any time upon providing thirty (30) days' written notice to the other Party. Notwithstanding anything to the contrary herein, each Party's rights and obligations under this Agreement shall survive any expiration or termination of this Agreement for one (1) year from the date of such expiration or termination, even after the return or destruction of Confidential Information by the Recipient. Each Party's obligations under this Agreement shall be binding upon such Party's heirs, successors and assigns.





6. **No Representations or Warranties.** Neither the Disclosing Party nor any of its Representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to the Recipient hereunder. Neither the Disclosing Party nor any of its Representatives shall be liable for any expenses or losses to the Recipient or any of its Representatives relating to or resulting from the Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom. The entire risk arising out of the use of the Confidential Information and Confidential Materials remains with the Recipient.

7. **No Transfer of Rights, Title, or Interest.** All Confidential Information and Confidential Materials provided to the Recipient are and shall remain the sole and exclusive property of the Disclosing Party. By disclosing information to the Recipient, the Disclosing Party does not grant any express or implied right of use of Confidential Information to the Strategic Partner or right of use under any existing patents, copyrights, trademarks, or trade secret information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to the Recipient or any of its Representatives.

8. **No Other Obligation.** The Parties agree that neither Party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically agreed to herein. Either Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other Party, in connection with the Purpose or otherwise.

9. **No Exportation of Confidential Information.** The Strategic Partner agrees that it shall adhere to all U.S. Export Administration laws and regulations and shall not export or re-export any technical data or products received from the Company or the direct product of such technical data to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by both the Company and the U.S. Government.

10. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

11. **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of North Carolina. Any legal suit, action, or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina in each case located in the city of Raleigh and County of Wake, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non-conveniens. Service of process, summons, notice, or other document by mail to such Party's address set out herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

12. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written





confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set out on the first page of this Agreement (or to such other address that may be designated by a Party from time to time in accordance with this Section).

13. **Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

14. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or enforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Should any of the obligations of this Agreement be found illegal or unenforceable as being too broad with respect to the duration, scope or subject matter thereof, such obligations shall be deemed and construed to be reduced to the maximum duration, scope or subject matter allowable bylaw.

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

16. **Assignment.** Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

17. **Survival.** All obligations created by Agreement shall survive change or termination of the parties' business relationship.

18. **Waivers.** No waiver by the Company, its agents, or employees of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by Shaun Lee, Chief Executive Officer (the "Authorized Officers," and each, an "Authorized Officer"). No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

[SIGNATURE PAGE FOLLOWS]





IN WITNESS WHERE OF the parties here to have executed this Agreement by their duly authorized representatives as of the date first set forth above.

Cyclum Renewables, LLC

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

