

## NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

THIS AGREEMENT ("Agreement") is made effective as of this 30th day of September,

**2022** (the "Effective Date") by and between \_\_\_\_\_

(Company Number): \_\_\_\_\_ with offices at \_\_\_\_\_

\_\_\_\_\_  
(Together with its affiliates, successors and assigns, all referred to as the "Company") and **H&G International Group LLC40680 Walsh Center Dr. Murrieta California** The Company and are each referred to herein as a "party" and, collectively, as the "parties".

1. Purpose. The parties wish to explore a potential business relationship of mutual interest (the "Opportunity").

2. Confidential Information. In connection with the Opportunity, each party may find it necessary to disclose certain technical or business information to the other that the disclosing party ("Disclosing Party") desires the receiving party ("Receiving Party") to treat as confidential. Confidential information ("Confidential Information") means any information disclosed to a Receiving Party by the Disclosing Party, either directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation announced and unannounced products, disclosed and undisclosed business plans and strategies, financial data and analysis, customer names and lists, customer data, funding sources and strategies, and strategies involving strategic business combinations which are conspicuously labeled and/or marked as being confidential or otherwise proprietary to the Disclosing Party. If information is disclosed orally, then in order to be considered as Confidential Information hereunder, the Disclosing Party shall, at the time of making such disclosure, state that the information is to be considered as confidential. The term Confidential Information shall not apply to any information which: (i) is already known and in the possession of the Receiving Party prior to the date of disclosure; (ii) is rightfully received from any third party without any obligation of confidence to the Disclosing Party; (iii) is or becomes publicly available through no fault of the Receiving Party; (iv) is independently developed by the Receiving Party without knowledge or use of the Confidential Information of the Disclosing Party; or (v) is released with prior written consent of the Disclosing Party.

3. Limitation on Use. The Receiving Party agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Opportunity. The Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, the Receiving Party shall take at least those measures that it takes to protect its own confidential information, and, except as is expressly permitted in this Agreement, shall not use such Confidential Information for its benefit or for the benefit of any third party, regardless of whether there is no pecuniary benefit. The Receiving Party agrees not to disclose any Confidential Information to officers, directors, employees, advisors, or attorneys of the Receiving Party, or to third parties, except to those who are required to have the Confidential Information in order to evaluate or engage in discussions concerning the Opportunity and only after first apprising such persons of their obligation to treat such disclosed information as Confidential Information of the Disclosing Party. The Receiving Party shall promptly notify the Disclosing Party in the event of

any unauthorized use or disclosure of the Confidential Information by the Receiving Party or anyone to whom it has rightfully disclosed such Confidential Information.

4. Exception for Required Disclosure or Retention. Notwithstanding the foregoing, in the event the Receiving Party is required by legal process, law, or regulation, including, but not limited to, a valid court order or other government or regulatory agency request, to disclose any of the Confidential Information, the Receiving Party shall not have any obligation under this Agreement to the extent that the Receiving Party (i) to the extent practicable and permitted by law and regulation, notifies the Disclosing Party promptly in writing of the terms and circumstances surrounding such request so that the Disclosing Party may seek, at the sole expense of the Disclosing Party, a protective order or other remedy and/or waive compliance with the provisions of this Agreement, (ii) cooperates with the Disclosing Party to the extent reasonable with respect to such protective order, and (iii) limits disclosure to only that portion of the Confidential Information that the Receiving Party's counsel advises it is compelled to disclose. Notwithstanding the foregoing, nothing herein shall limit or restrict the Receiving Party from disclosing Confidential Information pursuant to a routine audit or examination conducted by a governmental or regulatory authority. Except in connection with a failure to discharge its responsibilities set forth in this paragraph, the Receiving Party shall not be liable for damages incurred by the Disclosing Party as a result of or in connection with any disclosure by the Receiving Party of Confidential Information of the Company pursuant to such legal action or process.

5. Transaction Exception. Notwithstanding the foregoing, if the Disclosing Party retains the Receiving Party for a transaction, the Receiving Party may disclose and market the transaction.

6. Non-Circumvention. The Parties mutually agree not to contact persons or entities introduced by the Introducing Party without the express prior written consent of such Introducing Party. The Parties also agree that they shall not enter into any transactions, for financing or otherwise, with any entity (including such entity's affiliates and related entities) introduced by the Introducing Party without receiving express prior written consent from the Introducing Party. Nor will the Non-Introducing Party enter into any transaction, or transactions, with a party introduced to them by the Introducing Party so as to prevent the Introducing Party from receiving any fees, profits, commissions, remuneration or other material benefits which they may be due. The spirit of mutual trust and confidence shall be the underlying principle of this undertaking and the parties agree to adhere thereto.

7. No Legal Relationship or Obligation. The parties agree and acknowledge that, other than this Agreement, there is no legal relationship between them with regard to the subject matter of this Agreement, and neither party may obligate or bind the other under any circumstance. Additionally, nothing herein shall obligate the Disclosing Party or the Receiving Party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Opportunity.

8. Commonality of Interest. To the extent that any Confidential Information includes materials or other information that may be subject to the attorney-client privilege, work product doctrine or any other applicable privilege or doctrine concerning any Confidential Information or any pending, threatened or prospective action, suit, proceeding, investigation,

arbitration or dispute, it is acknowledged and agreed that (i) the parties have a commonality of interest with respect to such Confidential Information or action, suit, proceeding, investigation, arbitration or dispute; (ii) it is the parties' mutual desire, intention and understanding that the sharing of such materials and other information is not intended to, and shall not, affect the confidentiality of any of such materials or other information or waive or diminish the continued protection of any of such materials or other information under the attorney-client privilege, work product doctrine, common interest privilege, joint defense privilege, or any other applicable privilege, protection, or doctrine; and (iii) the sharing of such materials among the parties is reasonably necessary to further their common interest. Accordingly, all Confidential Information that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege or doctrine shall remain entitled to protection thereunder and shall be entitled to protection under the joint defense and common interest doctrines, and the parties agree to take all measures necessary to preserve, to the fullest extent possible, the applicability of all such privileges, protections, and doctrines.

9. Common Interest Privilege for Commercial Transactions. The parties intend that all shared information and communications be legally protected under the common-interest privilege in the broadest possible manner, and that the shared information was made in confidence, that the parties have a reasonable expectation that the information will remain confidential, that the parties have a common interest, and that no legal privileges, protections, or doctrines be waived.

10. Competitive or Similar Materials. Notwithstanding the foregoing, in no event shall either party be precluded from discussing, reviewing, developing for itself, having developed, or developing for third parties, materials, products or services that are competitive with the materials, products or services contemplated by or embodied in any Confidential Information, irrespective of their similarity to the Confidential Information, so long as such party complies with the terms of this Agreement. Nothing contained herein shall be construed as preventing any Representative of the Receiving Party who had access to Confidential Information from using that information retained as part of their general skill, knowledge, talent and expertise. Access to the Disclosing Party's Confidential Information shall not preclude an individual Representative of the Receiving Party who has seen or otherwise had access to such Confidential Information from working on current or future projects that relate to similar subject matters.

11. NO WARRANTY. THE CONFIDENTIAL INFORMATION DISCLOSED MAY CONTAIN FORWARD-LOOKING STATEMENTS WHICH REFLECT THE DISCLOSING PARTY'S CURRENT VIEWS WITH RESPECT TO FUTURE EVENTS AND PERFORMANCE. SUCH FORWARD-LOOKING STATEMENTS MAY INCLUDE PROJECTIONS WITH RESPECT TO EXPANSION STRATEGIES AND BUSINESS OPERATIONS, DEVELOPMENT OF SERVICES, USE OF PROCEEDS, PROJECTED CAPITAL EXPENDITURES, LIQUIDITY, DEVELOPMENT OF ADDITIONAL REVENUE SOURCES, DEVELOPMENT AND EXPANSION OF MARKETING RELATIONSHIPS, MARKET ACCEPTANCE, TECHNOLOGICAL ADVANCEMENT, ABILITY TO DEVELOP "NAME" AWARENESS AND GLOBAL EXPANSION. ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE ANTICIPATED IN SUCH FORWARD-LOOKING STATEMENTS. DUE TO SUCH UNCERTAINTIES, THE RECEIVING PARTY IS CAUTIONED NOT TO PLACE UNDUE RELIANCE UPON SUCH FORWARD-LOOKING

STATEMENTS. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

12. Return of Materials. Upon the Disclosing Party's request, the Receiving Party shall have the option to promptly either return to the Disclosing Party or destroy all documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of the Receiving Party; provided, however, that the foregoing shall not apply to any Confidential Information or related materials which Receiving Party is required to retain pursuant to legal, compliance, or regulatory requirements, or in connection with standard computer back-up procedures.

13. Term. Unless terminated earlier in a written instrument signed by each of the parties hereto, this Agreement shall terminate two years from the date hereof.

14. Equitable Remedies. The Recipient acknowledges and agrees that any remedy at law for a breach or threatened breach of the provisions herein would be inadequate to protect the interests of the Disclosing Party in such Confidential Information and, in recognition of this fact, in the event of a breach or threatened breach by the Recipient of any of the provisions herein, it is agreed that the Company shall be entitled to equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction, or any other equitable remedy that may be available. The Party seeking an equitable remedy shall not have any obligation to post bond or other security, and the Party against whom such an equitable remedy is sought waives such obligation. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or not or hereinafter existing at law or in equity or by statute or otherwise.

15. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns; provided that neither party may assign this Agreement without the prior written consent of the other party. This Agreement shall be governed by the laws of the State of North Carolina, without reference to conflict of laws principles. By execution and delivery of this Agreement, the parties agree and accept that any legal action or proceeding brought with respect to this Agreement shall be brought in the State of North Carolina or the United States District Court for the Central District of North Carolina, and the parties expressly waive their right to a trial by jury and any objection to personal jurisdiction, venue or forum non convenient. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. If any provision of this Agreement shall be held to be invalid or unenforceable, in whole or in part, the remaining provisions shall nevertheless remain in full force and effect as if the unenforceable portion or portions were deleted. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

In concurrence with and acceptance of the foregoing, the parties have executed this Agreement as of the Effective Date:

Name: Christopher Mason date \_\_\_\_\_

Signature \_\_\_\_\_

Name: \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Name: \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_ -

Signature \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_