MUTUAL NON-DISCLOSURE, NON-USE, AND NON-CIRCUMVENTION AGREEMENT

(Mutual Protection — Maximum Enforcement — Arkansas Law)

Effective Date: ____________________________

This Mutual Non-Disclosure, Non-Use, and Non-Circumvention Agreement (“Agreement”) is entered into by and between:

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1. PARTIES

Party A (NovaStar)

Company: Coax Industries Co. dba NovaStar USA
Representative: Christopher Reynolds
Title: Authorized Representative

Address: ____________________________________
Email: ______________________________________
Phone: ______________________________________

Party B (Client / Partner)

Company: ____________________________________
Representative Name: ___________________________
Title: _______________________________________

Address: ____________________________________
Email: ______________________________________
Phone: ______________________________________

Party A and Party B may individually be referred to as a **“Party”** and collectively as the **“Parties.”**

2. PURPOSE

The Parties wish to explore and evaluate potential business opportunities involving, but not limited to:

- energy infrastructure projects
- equipment sourcing and transactions
- technology licensing or integration
- supplier and manufacturer relationships
- investor introductions and capital structuring
- strategic partnerships and joint ventures

In connection with these discussions, each Party may disclose confidential and proprietary information.

The purpose of this Agreement is to **protect the confidential information, relationships, and business opportunities of both Parties.**

3. DEFINITION OF CONFIDENTIAL INFORMATION

“Confidential Information” means all information disclosed by either Party including, but not limited to:

- contacts, identities, and business relationships
- project locations, opportunities, or sites
- equipment inventories, pricing, or availability
- supplier or manufacturer relationships
- transaction structures and negotiations
- financial models, margins, or commercial terms
- technologies, designs, concepts, or intellectual property
- investor introductions or financing structures
- communications, presentations, or documents
- any information reasonably understood to be confidential

Confidential Information may be disclosed in written, oral, visual, electronic, or any other form.

4. RETROACTIVE APPLICATION

This Agreement applies to **all Confidential Information disclosed by either Party at any time**, including information shared **before or after the Effective Date**.

Both Parties acknowledge they may have already exchanged confidential information prior to signing this Agreement.

All such information shall be protected under this Agreement.

5. NON-DISCLOSURE

Each Party agrees to:

• hold Confidential Information in strict confidence
• not disclose Confidential Information to any third party
• not publish or transmit Confidential Information
• restrict access to employees or advisors only when necessary
• protect Confidential Information using commercially reasonable safeguards

Disclosure to employees, consultants, attorneys, or advisors is permitted only if they are bound by similar confidentiality obligations.

6. NON-USE

Each Party agrees that Confidential Information shall be used **solely for evaluating potential business opportunities between the Parties.**

Neither Party may:

• use the information for independent commercial gain
• use information to compete with the disclosing Party
• assist third parties using the information
• reverse engineer transactions or opportunities

7. MUTUAL NON-CIRCUMVENTION

The Parties agree that neither Party shall directly or indirectly:

• bypass the other Party in any transaction introduced under this Agreement
• contact suppliers, partners, investors, or buyers introduced by the other Party
• engage with introduced parties without written consent
• replicate transaction structures introduced by the other Party
• transact through intermediaries, affiliates, or proxies to avoid the other Party

This provision applies **globally**.

8. OPPORTUNITY AND RELATIONSHIP PROTECTION

All relationships, contacts, introductions, and opportunities introduced by either Party remain the **commercial property of the introducing Party.**

Neither Party acquires independent rights to pursue such opportunities without the written consent of the introducing Party.

9. AFFILIATES AND REPRESENTATIVES

Each Party is responsible for ensuring compliance by:

• employees
• consultants
• agents
• affiliates
• partners
• advisors

Each Party shall remain liable for any breach caused by its representatives.

10. TRADE SECRET ACKNOWLEDGMENT

The Parties acknowledge that certain Confidential Information may constitute trade secrets under applicable law, including the **Arkansas Trade Secrets Act (Ark. Code §4-75-601 et seq.).**

Unauthorized disclosure or misuse constitutes misappropriation.

11. PRESUMPTION OF BREACH

If either Party engages in a transaction involving:

• a contact introduced by the other Party, or
• a substantially similar opportunity

within **ten (10) years**, such transaction shall be presumed to derive from Confidential Information unless proven otherwise.

12. LIQUIDATED DAMAGES

The Parties agree that breach of this Agreement may cause significant damages difficult to quantify.

Accordingly, the breaching Party agrees that damages may include the greater of:

• $1,000,000 USD
• five (5) times the expected compensation of the non-breaching Party
• five (5) times the breaching Party’s gain
• fifty percent (50%) of the transaction value

Each circumvented contact or transaction constitutes a separate breach.

The Parties agree this represents a reasonable estimate of damages and is not a penalty.

13. INJUNCTIVE RELIEF

The Parties acknowledge that breach of this Agreement may cause irreparable harm.

The non-breaching Party shall be entitled to seek:

• temporary restraining orders
• preliminary or permanent injunctions
• specific performance
• seizure or return of confidential materials

without limiting other legal remedies.

14. ATTORNEY FEES

The prevailing Party in any dispute arising from this Agreement shall be entitled to recover reasonable:

• attorney fees
• court costs
• expert fees
• investigative expenses

15. RETURN OR DESTRUCTION OF INFORMATION

Upon request, each Party shall promptly return or destroy all Confidential Information received from the other Party and certify such destruction in writing.

16. TERM

The confidentiality and non-circumvention obligations under this Agreement shall remain in effect for **ten (10) years** from the last disclosure of Confidential Information.

Trade secret protections shall survive indefinitely as permitted by law.

17. GOVERNING LAW

This Agreement shall be governed exclusively by the laws of the **State of Arkansas.**

18. VENUE

Any dispute arising from this Agreement shall be resolved in the **state or federal courts located in Arkansas.**

Both Parties consent to jurisdiction in Arkansas courts.

19. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties regarding confidentiality and non-circumvention.

Any amendments must be in writing and signed by both Parties.

20. COUNTERPARTS AND ELECTRONIC SIGNATURE

This Agreement may be executed electronically and in counterparts, each of which shall be considered legally binding.

SIGNATURES

Party A

Coax Industries Co. dba NovaStar USA

Signature: Christopher Reynolds

Name: **Christopher Reynolds**
Title: Authorized Representative

Date: ______________________________

Party B (Client / Partner)

Signature: ___________________________

Name: _______________________________

Title: ______________________________

Company: ___________________________

Date: ______________________________