

## NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is made effective and executed as of May 21, 2018 by and between (1) MONARK EXCHANGE SOLUTION LLC, a Texas company (hereinafter collectively called "MONARK" and a "'') and (ii) \_\_\_\_\_, (hereinafter collectively referred to as "P#2" and ) in an effort to assure the protection and preservation of the confidential and/or proprietary nature of information and certain relationships disclosed or made available, or to be disclosed or made available, to P#2 in connection with certain discussions and/or negotiations with respect to the subject or subjects summarized and so stated below, and to prevent business and financial circumvention by P#2 against MONARK with respect to an "MONARK Protected Party" (as defined below). P#2 and MONARK may be referred to hereinafter collectively as the "Parties."

WHEREAS the Parties desire to assure the confidential status of the information which may be disclosed to P#2;

NOW, THEREFORE, in reliance upon and in consideration of the following undertakings, the Parties agree as follows:

1. Subject to the limitations set forth in Paragraph 2, all information disclosed to P#2 shall be deemed "Proprietary Information." In particular, Proprietary Information shall be deemed to include any information disclosed including, but not limited to, a marketing technique, publicity technique, public relations technique, process, algorithm, program, design, drawing, formula, or test data research, work in progress, future development, engineering, manufacturing, marketing, servicing, financing, present or future products, sales, suppliers, clients, customers, employees, investors, consultants, financial and investment banking, market making relationships or business or personal matter relating to MONARK, whether in whole or in part, oral, written, graphic, or in an electronic form.
2. The term Proprietary Information shall not be deemed to include any information which (i) is now, or hereafter becomes, through no act or failure to act on the part of receiving Party, generally known or available information; (ii) is known by the receiving Party at the time of receiving such information as evidenced by its records; (iii) is hereafter furnished to the receiving Party by a third party, as a matter of right and without restriction on non-disclosure; (iv) is independently developed by the receiving Party without reference to the information disclosed hereunder; or (v) is the subject of a written permission to disclose provided by the disclosing Party.

Notwithstanding any other provision of this Agreement, disclosure of Proprietary Information shall not be precluded if such disclosure:

- a. is in response to a valid order of a Court or other governmental body of the United States of America, or any other political subdivision thereof;
- b. is otherwise required by Law; or
- c. is otherwise necessary to establish rights or enforce obligations under this agreement, but only to the extent that any such disclosure is necessary.
- d. In the event that the receiving Party is requested in any proceedings before a court or any governmental body to disclose Proprietary Information, it shall give disclosing Party prompt notice of such request so that the disclosing Party may seek an appropriate protective order. If in the absence of a protective order, the receiving Party is nonetheless compelled to disclose Proprietary Information, the receiving Party may disclose such information without liability hereunder; provided however, that such Party gives the disclosing Party advanced written notice of the information to be disclosed and upon the request and at the expense of the disclosing Party, uses its best efforts to obtain assurances that confidential treatment will be accorded to such information.

P#2 shall maintain trust and confidence and not disclose to any third party or use for any unauthorized purpose any Proprietary Information received from MONARK. P#2 may use such Proprietary Information to the extent required to accomplish the purpose of the discussions with respect to the subject. Proprietary Information shall not be used for any purpose or in any manner that would constitute a violation of a valid law or regulation, including without limitation, export control law of the United States of America. No other rights or licenses to trademarks, inventions, copyrights or patents are implied or granted under this Agreement.

1. Proprietary Information supplied shall not be reproduced in any form except as required to accomplish the intent of this Agreement.
2. The responsibilities of the Parties are limited to using their best efforts to protect the Proprietary Information received with the same degree of care used to protect their own Proprietary Information from unauthorized use or disclosure. P#2 shall advise their employees or agents who might have access to such Proprietary Information of the confidential nature of said Proprietary Information and that by receiving such information, they are agreeing to be bound by this Agreement. No Proprietary Information shall be disclosed to any officer, employee, or agent of P#2 who does not have a need for such information for the purpose of the discussions which are the subject of this Agreement.
  - I. All Proprietary Information (including all copies thereof) shall remain the property of MONARK and shall be returned to MONARK after P#2's need for such information has expired, or upon request by MONARK, and in any event, upon completion or termination of this Agreement. P#2 further agrees to destroy all notes and copies thereof made by its officers and employees containing or based on any Proprietary Information and to cause all agents and representatives to whom or which Proprietary Information has been disclosed to destroy all notes and copies in their possession that contain Proprietary Information.
3. This Agreement shall survive any termination of the discussions which are the subject of this Agreement, and shall continue in full force and effect until such time as Parties mutually agree to terminate it.
4. This Agreement shall be governed by the laws of the Texas, and as those laws that are applied to contracts entered into and to be performed in Texas. Should any revision or part of this Agreement be determined to be void, invalid, or otherwise unenforceable by any Court or tribunal of competent jurisdiction, such determination shall not effect the remaining provisions of this Agreement which shall remain in full force and effect. Should either Party institute legal suit or action for enforcement of any obligation contained herein, it is hereby agreed that the Texas courts shall have personal and in rem jurisdiction, and that venue of such suit or action shall be in the downtown branch of the courts of Houston County, Texas. Each Party hereto irrevocably waives any objection on the grounds of venue, forum non conveniens or any similar grounds and irrevocably consents to service of process by mail or in any manner permitted by applicable law and consents to the jurisdiction of said courts.
5. This Agreement contains the full and final, complete and exclusive terms of the Parties relating to the subject from which this Agreement was created. This Agreement shall supercede any prior agreement, whether oral or written. This Agreement may not be changed and or otherwise modified or amended except with a subsequent written instrument executed by both/all Parties.
6. Each Party acknowledges and agrees that in the event of any breach by either Party, including without limitations, the actual or threatened disclosure of MONARK's Proprietary Information without the prior express written consent of MONARK, MONARK will suffer irreparable damage and injury such that no

remedy at law will afford adequate protection against or appropriate compensation for such injury. Accordingly, P#2 hereby agrees that the MONARK shall be entitled to specific performance of a receiving Party's obligations under this Agreement. As well, further injunctive relief may be sought, and granted by a Court of competent jurisdiction.

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IN WITNESS WHEREOF the Parties have executed this Non-Disclosure and Non-Circumvention Agreement effective as of the day and year first above written.

**MONARK**

**Party 2**

\_\_\_\_\_  
By: Lionel Iruk, Esq  
Its: Managing  
Attorney

\_\_\_\_\_  
By

***A FACSIMILE ORELECTRONIC MAIL COPY OF THIS AGREEMENT  
SHALL HA VE THE SAME LEGAL EFFECT AS AN ORIGINAL OF THE SAME***