

MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

This Agreement (“Agreement”), effective on _____ is entered into by and between

(Full Name and Company)

an individual herein referred to as (the “Investor”), with an address for the purposes hereof at

Email Address

and Sun Valley Club, LLC, a Texas Liability Company, its assigns, transferees, heirs and successors (“the Company”), with an address for the purposes hereof at 6059 E. FM 875, Waxahachie, Texas 75167. For purposes of this Agreement, Finder and Company are each a “Disclosing Party” and a “Receiving Party” and may be referenced collectively in this Agreement as the “Parties.”

The Parties to this agreement are contemplating a business relationship where each may exchange certain proprietary and confidential information and or documents. The Parties mutually understand and acknowledge that a business transaction may develop between the parties and it is essential that the Parties mandate specific provisions pertaining to confidentiality, non-circumvention, and non-solicitation of each Party’s respective business sources and proprietary information.

As a condition to the furnishing of such confidential information and documents to each other, the Parties agree to mutually protect such information and documents in accordance with the provisions of this Agreement and each party shall hereinafter be bound by the terms and conditions of this agreement from the date of execution until maturity.

1. Confidential Information: For purposes of this Agreement, the Party disclosing Confidential Information is the “Discloser”, and the Party receiving Confidential Information is the “Recipient”. Confidential Information means all information concerning the Parties’ business, including, but not limited to, all tangible, intangible, visual, electronic, present, or future information such as: **(a)** trade secrets; **(b)** financial information, including pricing; **(c)** technical information, including research, studies, development, procedures, algorithms, data, designs, drawings, software, computer code and know-how; **(d)** business information, including properties, operations, planning, plats, studies, marketing interests & intents, and products; and **(e)** the terms of any agreement between the Parties, and the discussions, negotiations and proposals related to that agreement. Confidential Information disclosed to the other Party must be clearly identified. Confidential documents of either Party must be clearly marked in a reasonably conspicuous place with an appropriate legend identifying the information as confidential. Written confidential correspondence (emails or regular mail) will be considered confidential unless otherwise mentioned by the Party initiating such correspondence. Verbally communicated Confidential Information must be identified as confidential by the Discloser at the time of disclosure and confirmed in writing to the Recipient within 15 days following the disclosure. The protections of this Agreement will apply during these 15 days.

2. Exceptions to Confidential Information: The Recipient does not have an obligation to protect information or documents that are: **(a)** in the public domain through no fault of the Recipient; **(b)** within the legitimate possession of the Recipient, with no confidentiality obligations to a third party; **(c)** lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure; **(d)** independently developed by the Recipient without breaching this Agreement or by other parties who have not had,

either directly or indirectly, access to or knowledge of the Confidential Information; or **(e)** disclosed with the prior written consent of the Discloser. If Confidential Information is required to be produced by law, court order, or governmental authority, the Recipient must immediately notify the Discloser of that obligation, unless specifically barred from doing so by law, court order or governmental authority. The Discloser may move the ordering court or authority for a protective order or other appropriate relief.

Use of and Duty of Care to Protect Confidential Information: The Recipient will use the Confidential Information only to further the relationship between the Parties. Confidential Information may not be disclosed to any third party without the express written consent of the Discloser. Each Party agrees that the other may disclose Confidential Information it receives to its subsidiaries or affiliates (agents who have a need to know and have non-disclosure obligations at least as mutually protective as this Agreement), subject to the terms of this Agreement. The Recipient must provide at least the same reasonable care to avoid disclosure in breach of this Agreement or unauthorized use of the Confidential Information as it provides to protect its own similar confidential information. The Recipient will not reproduce Confidential Information except to accomplish the purpose of this Agreement.

4. Ownership: Confidential Information remains the property of the Discloser. No rights, licenses, trademarks, copyrights, patents, or right to use, or ownership of inventions, computer code, software, methods and procedures, or other intellectual property rights are implied or granted under this Agreement, except to use the Confidential information as provided in this Agreement. On termination of this Agreement or at the Discloser's request, all written, recorded, graphical, or other tangible Confidential Information, including copies, must be returned to the Discloser or destroyed by the Recipient. At the request of the Discloser, the Recipient will furnish a certificate, signed by an officer of the Recipient, certifying that any Confidential Information not returned to the Discloser has been destroyed.

5. Reverse Engineering. The Receiving Party agrees that it shall not modify, reverse engineer, decompile, create other works from or disassemble any software programs contained in the Confidential Information of the Disclosing Party unless permitted in writing by the Disclosing Party.

6. Export. Receiving Party shall not export, directly or indirectly, any technical data acquired from the Disclosing Party pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

7. Non-Circumvention: Each Party hereby agrees not to initiate any direct contact with any of the other Party's Customers or Vendors, including any Vendors that provide the Recipient information on such Vendor's components and/or systems, services, programs, rates and/or commissions, which are deemed the exclusive and proprietary property of the Discloser, with the intent of circumventing the Discloser in any manner including, but not limited to, **(a)** entering into any agreement with any such Vendor or Customer, **(b)** entering into any agreement with any third party who then enters into any agreement with any such Vendor or Customer, or **(c)** disclosing any such Vendor or Customer to a third party so that the third party enters into any agreement with such Vendor or Customer, any of which has the effect of circumventing the Disclosing Party. Violation of the provisions herein shall entitle the Disclosing Party to remedies of injunctive relief for specific performance by a showing of irreparable harm or injury. In the event of circumvention or other breach of this Agreement by either Party, the Disclosing Party shall be entitled, in addition to any other remedies available to it by law, a monetary award ruled by competent jurisdiction in a court of law, including all lost and unpaid commissions, legal fees and/or other such fees that would have otherwise been earned had the Recipient not disclosed information of the Discloser's Vendors, Customers, or contracts with such third parties or Customers.

This above paragraph shall apply to any and all proprietary and technical information developed, packaged, marketed and sold by the Discloser, excluding vendors, suppliers and/or manufacturers of components or systems which are not proprietary technology and information of Discloser.

8. Term: The term of this Agreement is three (3) years from the effective date ("Term"). Either Party may terminate the Agreement at any time on sixty (60) days written notice, unless another agreement between the Parties provides differently. Early termination of this Agreement does not relieve the Recipient of its obligations for Confidential Information exchanged before the effective date of termination.

9. Indemnity: Each party warrants that it has the right to disclose all Confidential Information that is disclosed to the other Party. Confidential Information disclosed by the Discloser to the Recipient, may be disclosed by the Discloser to a third party, solely at the discretion of the Discloser. Discloser and Recipient will indemnify and defend the other from all third-party claims resulting from the negligent or wrongful disclosure by the indemnifying Party of a third-party's confidential information. Neither Party makes any representation or warranty about the Confidential Information. Neither Party will be liable for indirect, incidental, punitive, or consequential damages for any cause of action, whether in contract, tort, or otherwise, arising out of a breach of this Agreement.

10. Breach of Agreement: Any claim a Party has for breach of this Agreement must be filed (a) within one (1) year of the Discloser's first knowledge of the breach, and (b) no later than one (1) year after the expiration of the period that the Recipient has a duty to protect the Confidential Information.

11. Right to enjoin Disclosure: The parties acknowledge that a Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of this Agreement, the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not alter any other remedies available to either Party.

12. No Partnership or Joint Venture formed: The exchange of Confidential Information between the Parties does not create a partnership, joint venture, or other form of legal entity or business enterprise. Any business relationship between the Parties will be governed by a separate agreement.

13. Notice. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

14. Miscellaneous: Each Party acknowledges that the other Party may be performing the same or similar services for others in the same industry and that a Party may use the same personnel to provide those services to others in the same industry and to develop new products and services. These personnel must continue to abide by the terms of this Agreement.

15. General: This Agreement **(a)** is governed by the applicable court of competent jurisdiction under the laws of the State of Texas, **(b)** represents the Parties' entire understanding regarding Confidential Information and Non-Circumvention, and supersedes any prior agreements or discussions, written or oral, regarding Confidential Information; **(c)** may be modified only by written amendment signed by the Parties officers or authorized designees; **(d)** is to be considered severable, and if any provision of this Agreement is illegal or unenforceable, the unaffected provisions will remain in effect; **(e)** contains headings for reference only; these heading have no effect on any provision's meaning; and **(f)** does not extend to any third-party beneficiaries. If either party fails to enforce

any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other Party.

BY SIGNING BELOW, THE PARTIES AGREE TO THIS AGREEMENT'S TERMS EFFECTIVE ON THE DATE WRITTEN ABOVE.

Date of Execution	Date of Execution
	Sun Valley Club, LLC
Company	Company
Signature	Signature
	Robert G. Farris, Sr.
Print Name Above	Print Name Above
Title	Title
	A Managing Member
Address	Address
	6059 E. FM 875
City, State & Zip Code	City, State & Zip Code
	Waxahachie, Tx 75167
Telephone Number	Telephone Number
	469.867.3106
Email Address	Email Address
	invest@sunvalleyclub.net
Communication Preference (Circle One)	Communication Preference (Select below)
Phone <input type="checkbox"/> Email <input type="checkbox"/>	Phone <input type="checkbox"/> Email <input type="checkbox"/>