

**LUCA CONSULTING, LLC**  
**NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT**

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**THIS NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT** (the "Agreement") dated as of this \_\_\_\_ day of \_\_\_\_, 2024 by and among **Luca Consulting, LLC**, a Wyoming LLC with an address of 30 N. Gould St, Sheridan WY, 82801 and \_\_\_\_\_, with an address at \_\_\_\_\_ ("Recipient"). Luca Consulting and Recipient may hereinafter be referred to as a "Party" and, collectively, as the "Parties."

**RECITALS**

**WHEREAS**, The parties desire to explore the possibility of engaging in business relations with one another; and

**WHEREAS**, in order for each party to assess its interest in pursuing any such business relations, it is contemplated that one or both of the Parties may need to disclose to the other certain information that is considered to be proprietary or confidential by the Party disclosing such information; and

**WHEREAS**, each Party recognizes and acknowledges that in order to facilitate their mutual exploration and assessment in any such interest in the other, there is a need to protect and maintain the trade secret, confidential or proprietary nature of information that is disclosed to them by the other; and

**WHEREAS**, the Parties, for themselves and/or their respective clients, affiliates, subsidiaries, stockholders, partners, members, directors, officers, employees (each an "Affiliate" of such Party and, collectively, the "Affiliates" of such Party), desire to work together to establish the terms and conditions of their working relationship.

**NOW THEREFORE** in consideration of the premises and the mutual promises and covenants herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Confidentiality Obligations**. In furtherance of the purposes of this Agreement, each Party (in such capacity a "Disclosing Party") will be disclosing to the other Party (in such capacity, a "Receiving Party") certain confidential and proprietary information regarding possible transactions, including, without limitation, information regarding projects under development, the identity and contact information of actual or potential project promoters, financing sources, business sources, trading partners and intermediaries as well as copies of instruments and related documentation (all such information hereinafter referred to as "Confidential Information"). Each Receiving Party hereby agrees that all Confidential Information furnished hereunder by a Disclosing Party or such Disclosing Party's Affiliates, representatives, counsel, accountants, directors, officers, employees or agents (each, a "Disclosing Party Representative" and, collectively, the "Disclosing Party Representatives") to it or any of its Affiliates, representatives, counsel, accountants, directors, officers, employees or agents (each, a "Receiving Party Representative" and, collectively, the "Receiving Party Representatives") shall (i) be treated by a Receiving Party and its Receiving Party Representatives as proprietary, non-public, sensitive information, (ii) be kept strictly confidential by a Receiving Party and its Receiving Party Representatives in accordance with the terms of this Agreement, (iii) be used by a Receiving Party and its Receiving Party Representatives solely for the purposes of evaluating, arranging and/or effecting transactions, and (iv) except as otherwise permitted herein or in a separate writing executed by the Disclosing Party, not be disclosed by a Receiving Party or any of its Receiving Party Representatives, either directly or indirectly, to any other person (including, without limitation, other potential buyers or sellers of the subject financial instruments, commodities or goods, other institutions providing project financing or other intermediaries involved in arranging project financing or the purchase and sale of financial instruments, commodities or other goods), except pursuant to a subpoena or court order. Each Receiving Party hereby agrees that any Confidential Information furnished it shall be disclosed only to its Receiving Party Representatives who have a need to know such information for the purpose of

evaluating or effecting a transaction (but not with or through any other person who may exclude the Disclosing Party from participation in such transaction).

Confidential Information shall not include such information which (i) is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or one of its Receiving Party Representatives, (ii) was or becomes available to a Receiving Party or its Receiving Party Representatives on a non-confidential basis from a source other than the Disclosing Party or its Disclosing Party Representatives, provided that such source is not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Disclosing Party or its Disclosing Party Representatives, or (iii) is proven to have been independently developed by a Receiving Party or its Receiving Party Representatives prior to the disclosure thereof to the Receiving Party or its Receiving Party Representatives without any violation of the terms and conditions of this Agreement.

2. Non-Circumvention Obligations. To the extent that a Receiving Party shall have been actually introduced to any buyer, seller, introducing broker-finder or other business source directly or indirectly by a Disclosing Party or one of its Disclosing Party Representatives, then such Receiving Party shall not, and shall cause its Affiliates not to, circumvent the Disclosing Party by directly or indirectly soliciting business from, conducting business with or otherwise communicating with any such person actually introduced to the Receiving Party or such Receiving Party's Affiliates, unless it shall have received the prior written consent of the Disclosing Party and explicitly agreed in writing to pay any and all commissions or other fees to which the Disclosing Party may be entitled in the event a transaction is consummated with any such person actually introduced to the Receiving Party or such Receiving Party's Affiliates.

3. Remedies. Each Receiving Party hereby agrees that it shall be responsible for any breach of the terms of this Agreement by it, its Affiliates or any one or more of its Receiving Party Representatives. Each Receiving Party hereby acknowledges and agrees that any breach or threatened breach of any obligation set forth in this Agreement by it, its Affiliates or any one or more of its Receiving Party Representatives shall cause immediate and irreparable harm to the Disclosing Party which cannot be adequately compensated by money damages. In the event of such a breach or threatened breach, the Disclosing Party shall, in addition to all other rights or remedies available at law or in equity, be entitled to apply for and receive from any court of competent jurisdiction one or more of a temporary restraining order, preliminary injunction or permanent injunction restraining such breach or threatened breach or an order compelling performance of obligations which, if not performed, constitute or would constitute a breach, and in the event the Disclosing Party seeks and obtains any such remedy, the Receiving Party who was (or whose Receiving Party Representatives were) so restrained from breach or threatened breach shall reimburse the Disclosing Party for all costs and expenses, including, without limitation, attorneys' fees and disbursements, incurred by it in obtaining such remedy.

Except as set forth in the immediately preceding paragraph, any and all disputes, differences, controversies or claims under this Agreement or regarding the subject matter hereof, including, without limitation, disputes regarding the compliance with the confidentiality and/or non-circumvention provisions set forth herein, shall be finally settled under the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association (the "AAA"). The foregoing arbitration proceedings may be commenced by any Party by notice to the other Parties, and all expenses of such arbitration shall be borne by the respective Parties (unless the arbitrator, in his or her award, determines otherwise). The venue for any such arbitration shall be Sheridan, Wyoming or any other venue mutually agreed to by the Parties. The Parties hereby exclude any right of appeal to any court on the merits of the dispute. The provisions of this paragraph may be enforced in any court having jurisdiction over the award or any of the Parties or any of their respective assets, and judgment on the award (including without limitation equitable remedies) granted in any arbitration hereunder may be entered in any such court.

This Agreement and the rights and obligations in connection herewith will be governed by and construed in accordance with the domestic substantive laws of the State of Wyoming, without giving effect

to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

4. Compensation. Any and all commissions, success fees, participation fees and other compensation which any one of the Parties or both Parties receive in respect of a transaction pursuant to this Agreement shall be allocated between them as agreed upon by the Parties. The Parties shall use their reasonable best efforts to conclude any such agreement on compensation prior to effecting any transaction pursuant hereto.

5. Term. This Agreement, and the covenants contained herein, shall be effective for a term of two (2) years from and after the date hereof.

6. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given upon receipt if delivered by hand or messenger, or upon receipt if sent by overnight courier, to the corresponding signatories of this Agreement at the respective addresses set forth in the preamble to this Agreement, or to such other person or address as any of the Parties shall hereafter designate to the others from time to time by similar notice.

7. Miscellaneous Provisions. This Agreement constitutes the entire and only agreement and understanding among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understandings, written or oral, between the parties as to such subject matter. This Agreement may not be amended, nor may any provision hereof be modified or waived, except by an agreement in writing duly executed by the Party to be charged. The failure of any Party at any time to require performance by any other Party of any provision hereof shall in no way preclude such Party from requiring performance by such other Party of such provision at any time, shall not be deemed a waiver of any subsequent breach of such provision and shall not be construed as a waiver of any of the other terms, conditions or obligations of such other Party hereunder. No waiver by any Party of the breach of any provision hereof shall be taken or held to be a waiver of any subsequent breach of such provision or as a waiver of the provision itself or of any of the other terms, conditions or obligations of this Agreement.

All the terms and conditions of this Agreement shall be considered as separate terms and conditions. In the event any term or condition of this Agreement is determined to be invalid, prohibited or unenforceable by a court or other body of competent jurisdiction, this Agreement shall be construed as if such invalid, prohibited or unenforceable term or condition has been more narrowly drawn so as not to be invalid, prohibited or unenforceable. Notwithstanding the foregoing sentence, in the event that any term or condition contained in this Agreement should be determined to be invalid, prohibited or unenforceable, the validity, legality and enforceability of the remaining terms or conditions contained in this Agreement shall not in any way be affected or impaired thereby.

This Agreement is for the sole benefit of the Parties (except as otherwise set forth in this Agreement) and may not be assigned by any Party without the written consent of the other Parties.

This Agreement may be executed in one or more counterparts, including telecopied or email facsimiles, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the date first above written.**

**Luca Consulting, LLC**

By: \_\_\_\_\_

Name:

Its:

**RECIPIENT**

By: \_\_\_\_\_

Name:

Its:

