

**MUTUAL CONFIDENTIALITY, NON-DISCLOSURE and NON-COMPETE**  
**AGREEMENT**

This MUTUAL CONFIDENTIALITY as of \_\_\_\_\_ 2021 the "Effective Date" by and between \_\_\_\_\_, (hereinafter referred to as "\_\_\_\_\_") having a principal place of business at \_\_\_\_\_ and Samaha Group LLC, a California Limited Liability Company (hereinafter referred to as "SG"), having a place principal of business at 13547 Ventura Boulevard, Suite #408, Sherman Oaks, California 91423.

For the purpose of this Agreement:

SG shall mean and include an individual and all parent and subsidiary companies of Samaha Group LLC, related in any way and in whatever form, including without limitation, any corporations, partnerships, or other legal entities, joint ventures, or their/its officers, directors, shareholders, members, partners, employees, attorneys and /or agents.

\_\_\_\_\_ shall mean and include all parent and subsidiary companies of \_\_\_\_\_, related in any way and in whatever form, including without limitation, any corporations, partnerships, or other legal entities, joint ventures, or their/its officers, directors, shareholders, members, partners, employees, attorneys and/or agents.

"CONFIDENTIAL INFORMATION" shall generally mean any proprietary or non-public confidential information or materials which are owned or controlled by the DISCLOSING PARTY (as hereinafter defined), which are disclosed with the intent that they shall be confidential and under the following terms and conditions. CONFIDENTIAL INFORMATION may be furnished in any tangible or intangible form, including, without limitation, to writings, drawings, computer tapes and other electronic media, samples and verbal communication.

"DISCLOSING PARTY" shall mean the party revealing or disclosing the CONFIDENTIAL INFORMATION.

"RECIPIENT" shall mean the party receiving the CONFIDENTIAL INFORMATION.

WHEREAS, the parties to this Agreement possess valuable CONFIDENTIAL INFORMATION of a proprietary and confidential nature, as more particularly described below; and

WHEREAS, each party desires to obtain certain CONFIDENTIAL INFORMATION from the other, for study, analysis and/or evaluation, solely for the purpose of exploring other business transactions between the parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties do hereby agree as follows:

**1. Valuable Commercial Assets.** The CONFIDENTIAL INFORMATION and BUSINESS RELATIONSHIPS (as hereinafter defined) are commercial assets of considerable value to each disclosing party, which parties are willing to disclose subject to the terms and conditions that RECIPIENT shall not disclose or permit the disclosure of, or use or permit the use of, such CONFIDENTIAL INFORMATION and BUSINESS RELATIONSHIPS in any manner except as previously agreed to, in writing, by the DISCLOSING PARTY.

- (a) CONFIDENTIAL INFORMATION disclosed under this Agreement includes, without limitation, the following: any and all proprietary information, technical data, trade secrets, or know-how concerning renewable energy production and goods/services received from DISCLOSING PARTY, including processes and procedures, informal and formal networks of communication between and among individuals, groups and organizations, marketing, finances and sources of financing (including, without limitation, commercial banking, private equity funding, governmental department and public financing sources, etc.), confidential business and technical know-how and other information pertaining to any aspect of the business of DISCLOSING PARTY, including, without limitation, to vendors, suppliers, customers, persons employed by DISCLOSING PARTY or under independent contract and lists pertaining thereto, disclosed to RECIPIENT by DISCLOSING PARTY either directly or indirectly in writing orally or by drawings or observation and the like.
- (b) BUSINESS RELATIONSHIPS disclosed under this Agreement include, without limitation, the following: clients, business partners, customer lists and customers, markets, prospective customers or clients currently or previously engaged in business conversations regarding information technology or support, marketing, finances, confidential business and technical know-how and other information for technology-related production, goods and services and/or all information pertaining to any aspect of the business of DISCLOSING PARTY, including, without limitation, to vendors, suppliers, customers, partners, persons employed by DISCLOSING PARTY or under independent contract and lists relating thereto, disclosed to RECIPIENT by DISCLOSING PARTY either directly or indirectly in writing, orally or by drawings or observation of parts, software, hardware or equipment and the like and not currently in such business relationship with RECIPIENT.

**2. All Proprietary Information Included.** CONFIDENTIAL INFORMATION, without limitation and regarding renewable energy applications and technology, shall include: any and all proprietary information, technical data, trade secrets or know-how concerning renewable energy production, management, goods and services, software, biometric data and other technical data received from the DISCLOSING PARTY, including designs, research, product plans, products, services, clients, customer lists and customers, markets, prospective customers or clients currently engaged in business conversations regarding renewable energy applications and technology, software usage and implementation, inventions, processes, formulas, technology, design, drawings, engineering, hardware configuration information, marketing, finances, confidential business and technical know-how and other information for renewable energy production, management, goods and services and/or all information pertaining to any aspect of the business of DISCLOSING PARTY, including, without limitation, to vendors, suppliers, customers, persons employed by DISCLOSING PARTY or under independent contract and lists relating thereto, disclosed to RECIPIENT by DISCLOSING PARTY either directly or indirectly in writing, orally or by drawings or observation of parts or equipment or the like.

**3. Marking Requirement.** Except as otherwise provided for herein to the contrary, CONFIDENTIAL INFORMATION, disclosed under this Agreement must be conspicuously marked CONFIDENTIAL AND PROPRIETARY, or equivalent, prior to, at or within sixty (60) days after the time of disclosure to the RECIPIENT. If disclosed orally or in writing without being adequately marked as confidential as otherwise provided for herein, such information shall be treated as CONFIDENTIAL INFORMATION if, within sixty (60) calendar days after such disclosure, the RECIPIENT, receives written notification that the previously disclosed information was and is CONFIDENTIAL INFORMATION. Under no circumstances shall information disclosed from one party to the other, that is not clearly marked as CONFIDENTIAL INFORMATION, be disclosed to any Third Party until the expiration of the sixty (60) day period referred to herein. For the purposes of this Agreement, "Third Party" shall mean any person, business formation, relationship or entity other than DISCLOSING PARTY or RECIPIENT.

**4. Use of Confidential Information.** RECIPIENT agrees to hold CONFIDENTIAL INFORMATION received under this Agreement in strict confidence, to use such CONFIDENTIAL INFORMATION only for the purposes of determining the interest of RECIPIENT in negotiating business transactions between the parties to this Agreement

regarding rights to use such CONFIDENTIAL INFORMATION, in whole or in part, to any Third Party, except RECIPIENT may disclose CONFIDENTIAL INFORMATION in confidence to employees of RECIPIENT, who would require knowledge of such CONFIDENTIAL INFORMATION in order for RECIPIENT to fully perform under this Agreement, and then only pursuant to a written agreement which binds such employees to maintain such CONFIDENTIAL INFORMATION in strict confidence to the same extent RECIPIENT is bound under this Agreement. RECIPIENT shall use at least the same degree of care to avoid disclosure of such CONFIDENTIAL INFORMATION as it employs with respect to its own proprietary or confidential information of like importance, but in no event less than a reasonable standard of care. The RECIPIENT shall not, nor shall it permit anyone to, reproduce, modify, decompile, disassemble or reverse engineer in any manner the CONFIDENTIAL INFORMATION, without the express written consent of the DISCLOSING PARTY.

**5. Term.** This Agreement shall continue for a period of three (3) years from the Effective Date. The confidentiality obligations of RECIPIENT shall continue during the Term of this Agreement, and for a period of five (5) years following the termination of this Agreement for any reason whatsoever including expiration of Term. Further, no intellectual property or products/services derived from this Agreement by RECIPIENT may be used by RECIPIENT in any manner whatsoever at any time or for any purpose without the express written permission of the DISCLOSING PARTY.

**6. Exclusions from Confidential Information.** CONFIDENTIAL INFORMATION shall not include, and the parties shall have no obligation to protect in confidence, information received under this Agreement which:

- (a) Was previously known to RECIPIENT prior to disclosure hereunder as evidenced by corroborative documents prepared in the ordinary course of business;
- (b) Is received by RECIPIENT from a Third Party without breach of this Agreement and without confidentiality restrictions;
- (c) Is or becomes part of the public domain without breach of this Agreement, as demonstrated by probative evidence; and
- (d) Is developed independently by the RECIPIENT without use of or reference to CONFIDENTIAL INFORMATION received under this Agreement, as shown by authenticated documentation prepared in the ordinary course of business.

**7. Required Disclosure of Confidential Information.** If RECIPIENT is required to disclose CONFIDENTIAL INFORMATION pursuant to an order of a court or governmental agency; RECIPIENT shall:

- (a) Notify the other party of the existence, terms and circumstances surrounding the Order as soon as reasonably possible, but in any event within two (2) workdays after receipt of such Order;
- (b) Consult with the other party on the advisability of resisting or narrowing the scope of the disclosure ordered.
- (c) If disclosure of CONFIDENTIAL INFORMATION is required, furnish only such portion of the CONFIDENTIAL INFORMATION as RECIPIENT is advised by legal counsel is legally required to be disclosed; and
- (d) Cooperate with the other party in its efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to that portion of the CONFIDENTIAL INFORMATION that is required to be disclosed, or in the other party's discretion to oppose such Order.

**8. Ownership of Confidential Information.** All CONFIDENTIAL INFORMATION shall be and remain the sole and exclusive property of the DISCLOSING PARTY, and all CONFIDENTIAL INFORMATION received under this Agreement, including any product samples, shall be promptly returned to the DISCLOSING PARTY upon written request (but in no event later than thirty (30) days after receipt of such request), or destroyed at the option of the DISCLOSING PARTY, except that one (1) copy of the disclosed CONFIDENTIAL INFORMATION may be retained

exclusively by RECIPIENT's legal counsel for archival purposes and shall remain subject to the non-disclosure and restriction terms of this Agreement.

**9. No Additional Rights.** No use rights other than the restricted rights expressly set forth in this Agreement are granted. Specifically, all inventions independently made heretofore or hereinafter by either party without being derived from, referenced to or use of the CONFIDENTIAL INFORMATION received under this Agreement shall remain the exclusive property of the party making such inventions.

**10. No Warranties.** Neither party makes any warranties regarding the accuracy of CONFIDENTIAL INFORMATION disclosed under this Agreement, nor does either party accept any responsibility for any expenses, losses, or action incurred or undertaken as a result of the receipt or reliance upon such information. It is specifically understood that neither party represents or warrants that any products shall be developed, manufactured, purchased, or marketed as a function of this Agreement.

**11. Actual or Threatened Breach.** In the event of a breach or threatened breach by RECIPIENT of the terms or conditions of this Agreement, irrespective of materiality, RECIPIENT hereby agrees that the DISCLOSING PARTY would suffer irreparable harm, which could not be adequately compensated by financial damages alone, and hereby consents (without in any way limiting any rights or remedies available to the DISCLOSING PARTY) to the entry by a court of competent jurisdiction of a temporary injunction without notice, and/or a preliminary injunction, enjoining RECIPIENT from disclosing, or using, in whole or in part, any of the CONFIDENTIAL INFORMATION, received under this Agreement.

**12. No Unpermitted Export of Confidential Information.** Notwithstanding anything else contained herein to the contrary, neither party hereto shall export any technical CONFIDENTIAL INFORMATION acquired under this Agreement or any commodities utilizing such CONFIDENTIAL INFORMATION to any country to which the United States government forbids export or, at the time of export requires an export license or approval, without first obtaining such license or approval.

**13. No Intellectual Property Rights or License.** No license, copyright or other intellectual property interest (whether patent, integrated circuit topography, firmware or similar right) is granted directly or indirectly by either party as a result of conveying CONFIDENTIAL INFORMATION to the RECIPIENT, except the limited rights specifically provided for herein.

**14. No Solicitation of Key Personnel.** Neither party shall at any time during this Agreement and for twenty-four (24) months after this Agreement may terminate, for any reason or for no reason (and regardless of who is the terminating party), directly or indirectly, contact or proposition, or otherwise attempt to induce, or accept the initiative of a Third Party alone or by combining or conspiring with a Third Party, any employees, agents, consultants, representatives, contractors, vendors, suppliers, distributors, manufacturers, clients, customers or other business contacts of each other to terminate or modify their relationship with, or compete against each other.

**15. Non-Competition.** Neither party to this Agreement shall operate a competitive business of the other party. RECIPIENT shall not, at any time during this Agreement and for twenty-four (24) months after this Agreement may terminate, for any reason, or for no reason (and regardless of who is the terminating party), directly or indirectly, personally or as an owner, officer, director, partner, employee, member, agent, consultant, representative, independent contractor, or in any other capacity whatsoever of any corporation or other entity, own, manage, operate, control or conduct any waste to energy business or waste to energy enterprise involving entertainment-related production, management or provision of related goods and services or other business in direct or indirect competition with either party ("Competitive Business") anywhere in the world. Any Competitive Business conducted through conducted

through inter-operative computers and networks or similar telecommunication media that is viewable or usable anywhere in the world is prohibited pursuant to this Agreement.

RECIPIENT agrees not to circumvent or bypass DISCLOSING PARTY, directly or indirectly, to avoid payment of fees or commissions in transactions with any corporation or individual revealed by DISCLOSING PARTY to RECIPIENT. RECIPIENT and their partners and/or associates will also refrain from contacting or soliciting business and contracts from contacts and sources which have been made available to them through this Agreement, without the express written permission of DISCLOSING PARTY, which consent can be withheld at DISCLOSING PARTY's sole discretion.

**16. Non-Circumvention.** RECIPIENT and DISCLOSING PARTY agree to keep confidential the names of any contacts introduced or revealed by one party to the other party, and that their firms, company, associates corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants shall not contact, deal with, negotiate or participate in any transaction with any of the contacts without first entering into a written agreement with the party who provided such contact unless that party gives prior written permission. Such confidentiality shall include, without limitation, any names, addresses, telephone, facsimile, email address and/or other pertinent information disclosed or revealed to the other party.

In the case of circumvention, the parties agree and guarantee that they will pay a legal monetary penalty that is equal to any fee or the payment of loss of income the circumvented party should have realized in any such transaction by the party engaged in the circumvention for each occurrence.

**17. Non-Interference.** Neither party shall interfere with each other's business. Neither party will, at any time, interfere with, disturb, disrupt, decrease or otherwise jeopardize the businesses of the parties hereto, or to do or permit to be done anything which may tend to take away or diminish the trade, business or goodwill of each other, or give to any person, firm or entity the benefit or advantage or each other's method of operation, advertising, publicity, training, business customers or accounts, or any other information related or useful to each entity, including, without limitation, the CONFIDENTIAL INFORMATION as outlined in this Agreement.

**18. No Assignment.** Neither part may assign this Agreement or any of the rights as set forth herein, without the prior written consent and approval of the other party, which shall not be unreasonably withheld. Any purported assignment without such prior written consent shall be null and void and may be considered by the non-assigning party as an immediate and material breach of this Agreement allowing the non-assigning party all of its rights and damages, both equitable and legal as provided herein or by law.

**19. Unenforceability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, such provision or provisions shall be deemed to be reformed to be valid, legal or enforceable, and the remaining provisions of this Agreement shall not in any way be adversely affected or impaired thereby. Furthermore, this Agreement does not negate any non-conflicting, subordinate or superseded provisions of any other similar agreement(s) between the parties.

**20. Choice of Law; Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with the substantive laws of the State of California, without reference to conflicts of laws principles. Any suit, claim or action arising under or in connection to this Agreement shall be brought in the state and federal courts of the State of California, located in the City of Los Angeles.

**21. Entire Agreement.** This Agreement represents the entire and exclusive agreement between the parties with respect to the subject matter addressed herein and supersedes all prior and contemporaneous oral and written proposals, negotiations, communications and agreements to the extent that they affect such subject matter.

**22. Notices.** The parties hereto agree that all notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, including electronic transmission, and shall be, as elected by the person giving such notice, hand delivered by messenger or courier service, electronically transmitted or mailed by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

Company name:

Address:

Samaha Group LLC

13547 Ventura Boulevard, Suite #408, Sherman Oaks, California 91423

With a courtesy copy to: Onyx Law Group, PO Box 64191, Los Angeles, California 90064

**23. Construction.** Captions and headings included in this Agreement are for reference and convenience only and shall not affect the construction, meanings or interpretations of the provisions of this Agreement. Both parties warrant and represent that they have had legal counsel of their own choosing review this Agreement and understand their respective rights and obligations contained herein. No provision of this Agreement, or portion thereof, shall be interpreted against either party hereto on the ground that such party was more or exclusively responsible for the drafting and or inclusion of such provision or portion thereof.

Company name:

Address:

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

Title:

**SAMAHA GROUP LLC**

\_\_\_\_\_  
Name: Sam Samaha

Title: President and CEO

Samaha Group LLC  
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