



## VIRIDI CAPTIS LLC & NSAI ENERGY

### MNCNDA

## Mutual Non-Circumvention Non-Disclosure Agreement

This is an Agreement between the signatories hereto (the "Parties") that information disclosed by one Party (the "Disclosing Parties") to the other Parties (the "Recipients") and relating, without limitation, to subjects including information marked or described in writing as being confidential or proprietary or a Trade Secret, inclusive of drawings, designs, blueprints, business plans, marketing plans, concept proposals, customers lists, client lists, technical information, and other such subject matter marked as "Confidential" shall be considered confidential ("Confidential Information") and shall, in consideration of sharing of such Confidential Information, be retained in confidence by the Recipient, as well as by the Recipient's partners, business associates, affiliated companies, subsidiaries, assigns, employees, stockholders, consultants, agents, and subcontractors. The permitted use of Confidential Information is to evaluate the potential for the establishment of a business relationship among the Parties. Confidential Information shall be used only as expressly permitted in this Agreement and shall not be disclosed by the receiving party and/or parties to any third party in accordance with the following covenants:

1. Confidential Information does not include information that:
  - a. is already known to the Recipient at the time it is disclosed by the Disclosing Party and has not been obtained, directly or indirectly, in violation of any legal or contractual obligation, or
  - b. becomes publicly known without the fault of or action by the Recipient,  
or
  - c. is independently developed by the Recipient, or
  - d. is approved in writing by the Disclosing Party for release to the public, or
  - e. is inherently disclosed through the use, lease, sale, or other distribution of any present or future product or service by or for either party, or
  - f. has been known to the Recipient as a result of disclosure by the Disclosing Party to the Recipient for a period of more than three (3) years.
2. Disclosure of the Confidential Information is not prohibited if:
  - a. in such a case where either party to this Agreement discloses Confidential Information to the other party, and either party to this Agreement intends to disclose such Confidential Information to a third party, the

Disclosing Party in such a case must notify the other party to this Agreement in advance of such intended disclosure and obtain prior written consent from the other party to make such disclosure and in such a manner and to such a degree as both parties to this Agreement agree to in writing; provided the preceding conditions have been met, such consent may not be unreasonably withheld.

b. The Recipient furnishes only that portion of the Confidential Information that the Recipient is legally required to disclose to law enforcement or during judicial proceedings.

3. Non-Circumvention: In addition to the above, for a period of three (3) years following

(i) the introduction by any Disclosing Party of any Introduced Party referenced herein, or any of the Introduced Party's immediate associates, representatives, agents, and/or affiliates,

or

(ii) the consummation of any resulting agreement whichever occurs later, the Recipient part(ies) under this agreement covenant that, they shall, and cause their immediate associates, representatives, agents, and/or affiliates to

(a) work exclusively with Disclosing Party involving any such Introduced Parties as those terms are most broadly defined

(b) not circumvent the Disclosing Party in any dealings with any Introduced Party

(c) keep the Disclosing Party full informed on the state of all this is the the transactions involving the Introduced Party, inclusive of copying the Disclosing Party on all emails between the Recipient and the Introduced Party as they pertain to the subject matter of this Agreement, and

(d) not enter into any proposed transaction or business relationship or contract with any such Introduced Party without the full knowledge, involvement, mutually agreed to compensation to be paid to, and the prior written consent of the Disclosing Party. It is further understood that the Disclosing Party shall be required to have a written compensation agreement in place with the Recipient as a condition precedent to the Recipient making any agreements with an Introduced Party pertaining to this Agreement. No party to this Agreement shall be required to give or receive any proprietary nor Confidential Information and neither party is obligated to enter into a business relationship.

4. Recipient(s) shall carefully restrict access to the Confidential Information to those of its officers, directors, and employees, and their affiliates who need such access in order to participate on behalf of the receiving party in the analysis and negotiation of a business relationship or any contract or agreement or the advisability thereof. Recipient(s) further warrants and represents that they will advise each of the above

referenced persons that they are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and such information shall only be utilized in a manner and for the permitted purpose expressly stated in advance by the Disclosing Party.

5. In the event that the Disclosing Party is circumvented by any party to this agreement, the Disclosing Party shall be entitled to a fee equivalent to 3 times what he should have received had he not been circumvented.

6. This Agreement does not constitute the parties as partners, joint venturers or agents of each other, and neither party shall so represent itself. Each party represents and warrants to the other that it has the right to disclose any Confidential Information disclosed hereunder.

7. Upon the Disclosing Party's request the Recipient agrees to promptly return to the Disclosing Party all materials obtained by the Recipient from the Disclosing Party that in any way relate to the Disclosing Party's Confidential Information, provided the information is within the possession of the Recipient.

8. If any Party (the "Defaulting Party") breaches this Agreement the other Party (the "Non-Defaulting Parties") shall be entitled to collect from the Defaulting Party any and all reasonable costs (including attorneys fees) incurred by the Non-Defaulting Party in enforcing this Agreement as allowed under WYOMING law. Such relief shall be in addition to any other relief to which the Non-Defaulting Party is entitled.

9. The Parties hereby agree that a breach of this Agreement by the Recipient will cause irreparable injury to the Disclosing Party not adequately compensable in monetary damages alone or through legal remedies. Therefore in the event of such breach, the Disclosing Party shall be entitled to preliminary and permanent injunctive relief and other equitable relief in addition to damages and other legal remedies, as allowed under Wyoming Law.

10. This Agreement and the described obligations shall be binding upon the representatives, assigns, and all successors of the parties herein and shall inure to the benefit of the assigns and successors of the parties.

11. No party to this Agreement may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the other party. No permitted assignment shall relieve a party of its obligations hereunder with respect to Confidential Information disclosed prior to the assignment. Any assignment in violation of this Section shall be deemed null and void.

12. This Agreement may be modified only by mutual written agreement of the Parties.

13. All parties have cooperated in this Agreement, and it will not be construed more favorably for or against any party.

14. If any provision of this Agreement is invalid or unenforceable, such provision shall be construed, limited, or, if necessary, served to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected.

15. This Agreement shall be construed and enforced according to the laws of the State of Wyoming without regard to conflict of laws principles. Any dispute hereunder shall be instituted in, and all parties consent to Superior Court jurisdiction in Casper County, Wyoming. In addition to any compensation awarded, the prevailing party shall be entitled to recover all reasonable attorney's fees, court costs, and collection costs.

16. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. For purposes hereof, a facsimile and/or an email copy of this Agreement, including the signature pages hereto, will be deemed to be an original. Notwithstanding the foregoing, the parties will deliver original execution copies of this Agreement to one another as soon as practicable following execution thereof.

17. This Agreement represents the entire agreement between the Parties. The Parties agree to uphold all the above covenants and understand that this Agreement is legally binding.

Therefore the Parties have set their hands in mutual agreement as follows:

<b>SIGNATURE</b>	
<b>NAME</b>	
<b>TITLE</b>	
<b>COMPANY</b>	
<b>DATE</b>	

<b>SIGNATURE</b>	
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