



MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (the "**Agreement**") is entered into as of the last date provided for on the signature page (the "**Effective Date**"), by and between Nevantin Services, LLC, a Texas limited liability company, whose principal place of business is 603 Main St, Ste 201, Garland, TX 75040 ("**Nevantin**"), and the undersigned party identified on the signature page (the "**Counterparty**"). Nevantin and the Counterparty are each referred to individually as a "**Party**," and collectively, the "**Parties**."

RECITALS

A. The Parties evaluate, and may bid, negotiate, and perform, one or more construction projects together.

B. In connection with those activities, each Party may disclose to the other Party information that the disclosing Party treats as confidential, and each Party requires that the other Party protect that information on the terms set forth below.

In consideration of the mutual representations, warranties and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

AGREEMENT

1. Definitions. The following terms have the meanings set forth below.

(a) Affiliate. An "**Affiliate**" of a Party is an entity that controls, is controlled by, or is under common control with that Party. "**Control**" means the direct or indirect power to direct the management and policies of an entity, whether through ownership of 50% or more of the voting interests in that entity, by contract, or otherwise.

(b) Project. A "**Project**" is each construction project, bid, proposal, or scope of work that the Parties identify, evaluate, bid, negotiate, or perform together during the Term and in connection with which either Party discloses Confidential Information to the other Party. The Projects, and the scope of each Project, are established by the Parties' written communications, including without limitation email, without further formality. A project that the Parties do not pursue together, and as to which no Confidential Information is disclosed, is not a Project.

(c) Purpose. The "**Purpose**" is evaluating, bidding, negotiating, and performing one or more Projects and administering the Parties' relationship with respect to those Projects.

(d) Discloser and Recipient. With respect to each item of Confidential Information, the "**Discloser**" is the Party that (directly or through its Representatives)

discloses that item, and the "**Recipient**" is the Party that receives it. Each Party acts as both a Discloser and a Recipient under this Agreement, and this Agreement applies to each Party in each capacity on identical terms.

(e) Confidential Information. "**Confidential Information**" means all non-public, proprietary, or confidential information that a Discloser or its Representatives disclose to a Recipient or its Representatives in connection with the Purpose, in any form and by any means, including without limitation orally, visually, in writing, and in electronic form. Confidential Information includes without limitation bidding and estimating information, plans, specifications, drawings, designs, customer and owner identities, pricing, rate sheets, unit costs, cost structures, margins, means and methods, project schedules, subcontractor and vendor identities and terms, financial statements, business plans, software, and any other technical or business information relating to a Project or to the Discloser's business. Information constitutes Confidential Information if the Discloser marks it "Confidential" or if a reasonable person would understand it to be confidential given the nature of the information and the circumstances of its disclosure. A Discloser's failure to mark information does not waive its status as Confidential Information. The terms of this Agreement, and the existence and content of the Parties' discussions regarding any Project, are the Confidential Information of both Parties.

(f) Representative. A "**Representative**" of a Party is that Party's Affiliates and the employees, officers, directors, managers, members, professional advisors, consultants, agents, and prospective financing sources of that Party and its Affiliates.

(g) Trade Secret. A "**Trade Secret**" is Confidential Information that constitutes a trade secret under the Texas Uniform Trade Secrets Act, Tex. Civ. Prac. & Rem. Code ch. 134A, or under the Defend Trade Secrets Act, 18 U.S.C. § 1836 et seq.

2. Non-Disclosure; Standard of Care. Each Recipient shall hold the Discloser's Confidential Information in strict confidence. A Recipient shall not sell, trade, publish, reproduce, or otherwise disclose Confidential Information to any person without the Discloser's prior written consent, except as this Agreement expressly permits. A Recipient shall protect Confidential Information using at least the degree of care it uses to protect its own confidential information of like importance, and in no event less than a reasonable degree of care. A Recipient shall notify the Discloser in writing promptly after the Recipient learns of any unauthorized use or disclosure of Confidential Information and shall cooperate with the Discloser, at the Discloser's expense, to mitigate that unauthorized use or disclosure.

3. Permitted Use. A Recipient shall use Confidential Information solely for the Purpose. A Recipient shall not use Confidential Information for any other purpose, including without limitation to compete with the Discloser, to obtain a commercial advantage over the Discloser, or to solicit or serve any customer, owner, or vendor in a manner this Agreement restricts.

4. Permitted Disclosures; Responsibility for Representatives. A Recipient may disclose Confidential Information to those of its Representatives who have a need to know the information for the Purpose, provided that the Recipient first informs each such Representative of the confidential nature of the information and each such Representative is bound by confidentiality and use obligations no less restrictive than those in this Agreement, whether by written agreement, professional duty, or employment obligation. A Recipient is responsible for any act or omission of its Representatives that would breach this Agreement if committed by the Recipient.

5. Exclusions. The obligations in this Agreement do not apply to information that the Recipient demonstrates by competent written evidence: (a) was already in the Recipient's possession before the Discloser disclosed it, free of any obligation of confidentiality; (b) is or becomes available to the public other than through an act or omission of the Recipient or its Representatives; (c) the Recipient acquires from a third party that had the lawful right to disclose it without restriction; or (d) the Recipient or its Representatives independently develop without reference to or use of the Discloser's Confidential Information. A combination of features does not fall within these exclusions merely because individual features are within them.

6. Legally Compelled Disclosure. If a Recipient or any of its Representatives receives a request, or is required by deposition, interrogatory, request for documents, subpoena, civil investigative demand, court order, or similar process, to disclose all or any part of the Discloser's Confidential Information, the Recipient shall, to the extent applicable law permits, (a) notify the Discloser in writing of the existence, terms, and circumstances of the request promptly and in any event within three (3) business days after receipt, (b) consult with the Discloser on the advisability of taking legally available steps to resist or narrow the request, and (c) assist the Discloser, at the Discloser's expense, in seeking a protective order or other appropriate remedy. If the Discloser does not obtain a protective order or other remedy, the Recipient may disclose only that portion of the Confidential Information that its counsel advises is legally required to be disclosed, and the Recipient shall exercise commercially reasonable efforts to obtain assurance that the disclosed information will receive confidential treatment. A disclosure made in compliance with this Paragraph does not breach this Agreement and does not change the status of the disclosed information as Confidential Information.

7. Protected Disclosures. Nothing in this Agreement limits or prohibits a Party or its Representatives from communicating with, filing a charge with, or participating in an investigation or proceeding conducted by any governmental agency or self-regulatory organization regarding a suspected violation of law, and no prior notice to or authorization from the other Party is required for such a communication. Under 18 U.S.C. § 1833(b), an individual is not held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law, or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if

such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (a) files any document containing the trade secret under seal and (b) does not disclose the trade secret except pursuant to court order.

8. Return or Destruction of Information. Confidential Information remains the property of the Discloser. Upon the Discloser's written request, the Recipient shall, promptly and in no event later than thirty (30) days after receipt of the request, return or destroy all documents and materials containing the Discloser's Confidential Information, together with all copies, summaries, and extracts, in both written and electronic form. The Recipient shall certify its compliance with this Paragraph in writing if the Discloser requests that certification. A Recipient may retain Confidential Information (a) as applicable law or regulation requires, (b) in accordance with its bona fide internal document retention policies, (c) as it exists in archived computer system backups made in the ordinary course, and (d) to the extent reasonably necessary to perform an ongoing Project or to exercise or defend its rights under this Agreement. Retained Confidential Information remains subject to this Agreement for as long as the Recipient retains it, notwithstanding any expiration of the periods stated in the Paragraph captioned Term; Duration of Confidentiality Obligations.

9. Term; Duration of Confidentiality Obligations.

(a) This Agreement commences on the Effective Date and continues for two (2) years (the "**Term**"), unless the Parties extend the Term by a written instrument signed by both Parties or either Party terminates this Agreement upon thirty (30) days' prior written notice to the other Party. Expiration or termination of the Term does not affect either Party's obligations with respect to Confidential Information disclosed before that expiration or termination.

(b) With respect to each item of Confidential Information that is not a Trade Secret, the Recipient's obligations under this Agreement commence upon disclosure of that item and expire three (3) years after the expiration or termination of the Term.

(c) With respect to each item of Confidential Information that is a Trade Secret, the Recipient's obligations under this Agreement continue for so long as that item remains a Trade Secret under applicable law, and expire only when that item ceases to be a Trade Secret other than as a result of an act or omission of the Recipient or its Representatives in breach of this Agreement.

(d) With respect to each item of Confidential Information that applicable law requires a Party to protect, including without limitation personal information and information subject to a customer's or owner's own confidentiality requirements, the Recipient's obligations continue for so long as that law requires.

(e) The Parties' execution of a subcontract, purchase order, master services agreement, or other definitive agreement covering a Project does not terminate this

Agreement. That definitive agreement governs information disclosed under it, and this Agreement continues to govern Confidential Information disclosed under this Agreement, except to the extent the definitive agreement expressly states that it supersedes this Agreement.

10. Project Non-Circumvention.

(a) Each Party acknowledges that the other Party's relationships with the customers, owners, and vendors associated with a Project are valuable business assets, and that a Recipient who used the Discloser's Confidential Information to displace the Discloser on that Project would obtain an unfair advantage that would be difficult to detect or prove.

(b) During the Term and for a period of six (6) months after the expiration or termination of the Term (the "**Restricted Period**"), a Recipient shall not, directly or indirectly or through any other person, use the Discloser's Confidential Information to (i) solicit, bid for, or contract to perform the scope of work covered by a Project with the customer or owner of that Project otherwise than through or together with the Discloser, or (ii) induce the customer, owner, or a vendor of a Project to terminate, reduce, or decline to enter into its relationship with the Discloser with respect to that Project.

(c) This Paragraph restricts a Recipient only with respect to a Project. This Paragraph does not restrict either Party from (i) identifying, bidding, pursuing, or performing any project that is not a Project, (ii) pursuing, bidding, or performing work for any customer, owner, or vendor in any matter that is not a Project, including without limitation a customer, owner, or vendor that the other Party introduced, (iii) conducting its general business, including without limitation competing with the other Party, or (iv) pursuing a Project after the Discloser notifies the Recipient in writing that the Discloser will not pursue that Project, after the Discloser's bid or proposal for that Project is rejected or withdrawn, or after the Discloser is removed or terminated from that Project, at which time this Paragraph ceases to apply to that Project.

(d) The Parties intend the restrictions in this Paragraph to be limited as to time, geographic area, and scope of activity to the minimum necessary to protect each Discloser's legitimate business interest in its Confidential Information. The geographic area of the restriction is the geographic area of the applicable Project. The Parties agree that this Paragraph is ancillary to and part of the otherwise enforceable agreements contained in this Agreement, including without limitation each Discloser's promise to disclose Confidential Information and each Recipient's promise to protect it. If a court of competent jurisdiction determines that any restriction in this Paragraph is unreasonable as to time, geographic area, or scope of activity, that court shall reform the restriction to the extent necessary to make it reasonable and shall enforce it as reformed, in accordance with Tex. Bus. & Com. Code § 15.51(c).

11. No Warranty. Each Discloser provides its Confidential Information on an "as is" basis. Neither Party makes any representation or warranty, express or implied, as to the

accuracy, completeness, or fitness for a particular purpose of the Confidential Information it discloses. Each Recipient acknowledges the inherent risk of error in design, estimating, and construction-related data. A Discloser has no liability arising from a Recipient's use of or reliance upon Confidential Information, except as a subsequent definitive agreement between the Parties expressly provides.

12. No License; No Obligation to Proceed. A Discloser grants the Recipient no license or other right in or to the Confidential Information or in or to any patent, copyright, trademark, or other intellectual property right, whether by implication, estoppel, or otherwise. Neither Party is obligated to disclose any particular information, to pursue or continue any Project, or to enter into any further agreement or business relationship. Each Party may terminate discussions regarding any Project at any time, for any reason, without liability to the other Party.

13. Enforcement and Remedies. Each Party acknowledges that a breach of this Agreement by that Party would cause the other Party irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, the non-breaching Party is entitled to seek injunctive relief and specific performance to prevent or restrain a breach or threatened breach of this Agreement, without the necessity of posting a bond and without proof of actual damages, in addition to every other remedy available to it at law or in equity. All rights and remedies under this Agreement are cumulative, and the exercise of one does not preclude the exercise of any other.

14. Limitation of Liability. NEITHER PARTY IS LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. THIS PARAGRAPH DOES NOT APPLY TO, AND DOES NOT LIMIT A PARTY'S LIABILITY FOR, (A) MISAPPROPRIATION OF A TRADE SECRET, (B) A BREACH OF THE PARAGRAPH CAPTIONED PROJECT NON-CIRCUMVENTION, OR (C) A DISCLOSURE OR USE OF CONFIDENTIAL INFORMATION THAT A PARTY OR ITS REPRESENTATIVE MAKES INTENTIONALLY OR WITH RECKLESS DISREGARD FOR THIS AGREEMENT.

15. General Provisions.

(a) Notices and Approvals. Each Party shall provide notices under this Agreement to the other Party by sending an email to the email address provided in the other Party's signature block below. A Party may change its address by giving notice in writing to the other Party in the manner set forth in this subparagraph, stating the new address. Notices via email shall be treated as received when the email is sent. Under this Agreement, the Parties may use emails and digital signatures to satisfy written approval and consent requirements.

(b) Governing Law; Venue. This Agreement will be governed exclusively by its terms and by the laws of the State of Texas without regard to its conflict of laws provisions. Venue for any action arising out of or relating to this Agreement shall be exclusively in the State and/or Federal Courts in Dallas County, Texas, and the Parties

irrevocably waive any objection to venue or claim of inconvenient forum in those courts.

(c) Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. Each Party makes this waiver voluntarily, after an opportunity to consult with counsel and with an understanding of its implications.

(d) Severability. If a court of competent jurisdiction determines that any provision of this Agreement is void, illegal, or unenforceable, that provision is limited, or if necessary severed, to the minimum extent required to comply with applicable law, and the remaining provisions remain in full force and effect.

(e) Entire Agreement; Amendment; No Waiver. This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions, negotiations, understandings, and agreements regarding that subject matter. The terms of this Agreement prevail over any conflicting or additional terms in any invoice, purchase order, proposal, or similar document issued by either Party. No modification of, or waiver under, this Agreement is valid unless in a writing signed by both Parties, and no failure to insist on performance of any provision waives any right or any future performance.

(f) Assignment; Successors; No Third-Party Beneficiaries. Neither Party may assign this Agreement without the other Party's prior written consent, except that either Party may assign it to an Affiliate or to a successor to all or substantially all of its business or assets; any other assignment is void. This Agreement binds and benefits the Parties and their permitted successors and assigns, and no other person has any right to enforce it.

(g) Survival. Every provision that by its nature extends beyond the expiration or termination of this Agreement – including without limitation the confidentiality obligations for the periods stated in the Paragraph captioned Term; Duration of Confidentiality Obligations, and the Paragraph captioned Project Non-Circumvention for the Restricted Period – survives that expiration or termination.

(h) Relationship; Authority. This Agreement does not create a partnership, joint venture, agency, or employment relationship between the Parties, and neither Party has authority to bind the other. Each individual signing this Agreement represents that they hold the authority to bind the Party on whose behalf they sign.

(i) Execution; Interpretation. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one agreement, and electronic, scanned, and facsimile signatures are deemed originals for all purposes. The Parties drafted this Agreement jointly, and no ambiguity will be construed against either Party by reason of authorship. Paragraph captions do not affect interpretation, except where this Agreement refers to a Paragraph by its caption.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date pursuant to due authority.

NEVANTIN:

NEVANTIN SERVICES, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice Purposes:
603 Main St, Ste 201
Garland, TX 75040
Email: david@nevantinservices.com

COUNTERPARTY:

Legal Name of Counterparty:

a _____

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice Purposes:

Address: _____

City/State/Zip: _____

Email: _____