

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the ____ day of _____ 2019 by and between _____
_____ whose registered address is _____

hereinafter referred to as the “**First Party**,” and Four Palms SAS, 315 Cole Street, Suite 140, Dallas, TX, 75207, the “**Second Party**.”

WHEREAS each Party hereto has and/or will have proprietary knowledge, otherwise unavailable to the other Party, of certain business practices and opportunities, contracts, agreements, strategic plans, resource data, operating data and parameters, suppliers, vendors, financials partners, whether actual or prospective and similar proprietary and confidential information and data;

WHEREAS each Party hereto desires that the other Party refrain from any unauthorized use of Confidential Information disclosed by it, use for any purpose other than for which it was disclosed, unauthorized divulgence to third parties ; and

WHEREAS each party desires to protect its Confidential Information from unauthorized dissemination.

NOW THEREFORE, in consideration of the foregoing premises, the undersigned parties agree to the following terms and conditions.

1.) Confidential Information

Except as provided in Section 2, all information disclosed to a Party by the other Party shall be deemed to be Confidential Information (as defined in Section 2 below)

2.) Non-Disclosure

Each Party agrees with the other Party not to disclose to any third party any Confidential Information that has been disclosed by either Party to the other Party, whether tangible or intangible form. A Party shall be permitted to disclose Confidential Information to its Representatives on a need to know basis for the purposes only of evaluating and providing advice on the Project. Each Party shall advise its Representatives of the confidentiality of such Confidential Information pursuant to the terms of this Agreement and shall use all reasonable endeavors to ensure its Representatives maintain the confidentiality of such Confidential Information and shall be liable for any unauthorized disclosure of any Confidential Information by its Representatives.

In this Agreement, “**Confidential Information**” means information furnished in connection with the Project which includes, by no way of limitation, the fact that the

Parties are discussing the Project, the identity of any third party with which either Party has business relations in respect of the Project, the content of those business relations, or any confidential or proprietary information concerning the business practices, technology, products, services, or sales practices. Confidential Information shall not include any of the following, where it demonstrated that:

- (a) The information was known to a party or any of its affiliates, group subsidiary, subsidiary or holding companies or any directors, officers, employees, consultants, agents or professional advisers ("**Representatives**") prior to disclosure by the disclosing Party;
- (b) The information was independently obtained or developed by a Party or its Representatives without reliance on the Confidential Information disclosed by the disclosing Party;
- (c) The information was available to the public (not as a result of a Party's breach of this Agreement);
- (d) A Party or its Representatives were obligated to disclose the information pursuant to court order or other similar instrument or by directive of any applicable regulatory authority whether having the force of law or otherwise or as may be required by applicable stock exchange listing regulations on which the Party's or its Representative's securities are listed or as legally required by a Party or its Representatives in any legal proceedings; or
- (e) A Party has consented in writing that the information is available to be disclosed by the other Party or its Representatives.

3.) *The Parties*

The Parties hereto shall not be deemed to be partners or jv partners, and neither Party shall be liable for any commitment made or caused to be made by the other Party to any third party whatsoever, except as specifically required by any other valid agreement executed by the Parties.

4.) *Return of Materials*

Any materials or documents that have been furnished by one Party to the other in connection with the Project shall be returned as soon as practicable by the receiving Party to the disclosing Party, accompanied by all copies of such documentation upon the written request of the disclosing Party provided that such obligation to return shall not apply to such Confidential Information that the receiving Party or its Representatives are required by law or professional regulations or professional bodies or associations to retain or is contained in the receiving Party or its Representatives' board or committee papers or which is for the receiving Party's own internal credit risk, insurance and record-keeping purposes, provided further that the confidentiality obligations contained in this Agreement shall continue to apply to such Confidential Information that is retained.

5.) No Rights Granted

Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of either Party, nor shall this Agreement grant either Party any rights in or to the other Party's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to proceed with the Project.

6.) Power and Authority to Disclose Confidential Information

The Disclosing Party hereby covenants, undertakes and warrants that it has the power and authority to disclose or make available all the Confidential Information to the receiving Party or its Representatives.

7.) Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the Parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the Parties hereto regarding such transactions are expressly cancelled.

8.) No Publicity

None of the Parties, without the prior written consent of the other Party, shall disclose to any other person the fact that Confidential Information of the other Party has been and/or may be disclosed under this Agreement, that discussions or negotiations are taking place between the Parties, or any of the terms, conditions, status or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to the other Party. Notwithstanding the foregoing, the exceptions for Confidential Information as set out in Section 2 shall apply to the restrictions in this Section 9.

9.) Duration of Agreement

This Agreement and the obligations of the Parties shall be effective during a term of two (2) years from the date first written above unless on subsequent anniversary dates thereafter, this Agreement is renewed by mutual, written consent for further periods.

10.) Compliance

The promises made herein shall be binding upon the Parties. Each Party shall take responsible steps to ensure that its executives, employees, directors, agents, Representatives and officers of the terms of this Agreement.

11.) *Validity*

Should any portion of this Agreement be declared invalid or unenforceable, then such portion shall be deemed to be severable from this agreement and shall not affect the remainder of this Agreement

12.) *Amendments*

Any change or modification to this Agreement, including oral modifications must be executed in writing and signed by the Parties hereto before it becomes effective.

13.) *Governing Law; Consent to Jurisdiction for Disputes*

The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the state of Texas (without regard to Texas's conflicts of laws principles). Each of the parties further agrees that service of any process, summons, notice, or document by U.S. certified mail to such Persons address set forth in this Agreement shall be effective service of process for any action, suit, or proceeding brought against such Person in any such court.

14.) *Execution*

Each Party agrees to cause the execution of a Non-Circumvention and Non-Disclosure Agreement similar in substance to this Agreement by any third party to whom either Party to this Agreement transmits any Confidential Information of the other Party, including business opportunities or marketing plans. This provision shall not apply to Representatives.

15.) *Accuracy of Confidential Information*

The Confidential Information disclosed by each Party and its Representatives is at all times not deceptive or misleading in all material respects and each Party hereby undertake to inform the other Party immediately if there are any material changes to the Confidential Information which would render the Confidential Information inaccurate or incomplete or could affect the other Party's evaluation of the Project.

16.) *Disclaimer*

The information provided by Four Palms SAS to interested Party and its Representatives referred to herein has, we believe, been obtained from reliable sources and we have no reason to doubt the accuracy of such information; however, no warranty or guarantee, either expressed or implied, is made with respect to the accuracy thereof. All such information is submitted subject to errors, omissions or changes in conditions, prior sale, lease or withdrawal without notice. All information contained herein should be verified to the satisfaction of the person relying therein.

Signature Page Follows

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized officer or representative as of the date written below. Each signatory warrants that he or she is duly authorized by its Party to sign the Agreement.

FIRST PARTY

NAME FOUR PALMS, SAS by Richard A Nicholas, Partner

SIGNATURE _____

DATE _____

SECOND PARTY

NAME _____

SIGNATURE _____

DATE _____