



HINZE CAPITAL, LLC NON-DISCLOSURE AGREEMENT

This Agreement is made and entered on _____ between HINZE CAPITAL, LLC, a Limited Liability Company operating under the laws of Texas and having its registered office in Dallas, TX.

WHEREAS:

- a) This Agreement provides for the disclosure by HINZE CAPITAL, LLC hereto (the "Disclosing Party") to _____ (the "Receiving Party") of information, which is deemed confidential by the Disclosing Party.
- b) The Parties wish to hold discussions regarding a potential working relationship (the "Project").

NOW IT IS HEREBY AGREED between the parties as follows:

1. "Associate" means, in relation to any company, any other company, which is its related company or associated company.
2. "Confidential Information" includes, but is not limited to, all information of a commercial, technical or financial nature relating to the Project or the Disclosing Party, which contains, amongst other matters, names of staff members or former staff members, trade secrets, know-how, development or technical information, proprietary investment models, investment positions, investment processes, screen shots, financial models, confidential and proprietary product or information, operations or systems, program parameters, information relating to the officers, directors or employees of Disclosing Party and/or its Associates, marketing information, brochures, printed matter, contracts regardless of form, format or media including, without limitation, written, oral, or information reduced to tangible form and also includes information communicated or obtained through meetings, documents, correspondence or inspection of tangible items.
3. Upon receiving the Confidential Information, the Receiving Party shall keep in confidence and shall not disclose to any person or entity, or use for any purpose other than the Project:
 - (i) any of the Confidential Information disclosed by the Disclosing Party;
 - (ii) that discussions are taking place between the parties concerning the investment nor the status, terms, conditions or other facts concerning such discussions;
 - (iii) the identities of any of the parties by name or by any identifiable description in connection with the parties' participation in the investment;

except as otherwise provided by the terms and conditions of this Agreement. The Receiving Party shall exercise the same degree of care to guard against disclosure or use of such information, as Receiving Party employs with respect to its own Confidential Information, but in any event, not less than reasonable care. Further, the Receiving Party shall not make any other use of the Confidential Information for its own benefit or that of any third party except for the purposes of the Project nor make unnecessary copies of the same without the prior written approval of the Disclosing Party.

4. The Receiving Party shall not be liable for the disclosure or use of Confidential Information if the same is:
 - a) in or enters the public domain, other than by breach of this Agreement; or
 - b) known to the Receiving Party on a non-confidential basis prior to disclosure pursuant to this Agreement; or
 - c) is or has been lawfully disclosed to the Receiving Party by a third party without an obligation of confidentiality; or
 - d) is required to be disclosed pursuant to any applicable laws, rules or regulations or direction of statutory or regulatory authority or stock exchange or order of a relevant court of law provided that the Receiving Party shall first obtain the Disclosing Party's consent to the contents of such disclosure prior to making of the same.



5. All written Confidential Information or any part thereof (including without limitation, information incorporated in computer software or held in electronic storage media) together with any analyses, compilations, studies, reports or other documents or materials as are in possession, power or control of the Receiving Party shall be returned to the Disclosing Party or destroyed by the Receiving Party, when requested by the Disclosing Party. In the event of the destruction of the Confidential Information, the Receiving Party shall certify in writing to the Disclosing Party, within thirty (30) days, that such destruction has been accomplished. The Receiving Party shall make no further use of nor retain such Confidential Information in any form whatsoever.
6. During the term of this Agreement and for a period of twenty-four (24) months following its termination, The Receiving Party agrees it will not directly or indirectly, invest in, disclose, or solicit investment in securities held within the Fund.
7. The Parties agree and acknowledge that money damages are not a sufficient remedy for any breach of this Agreement by the Receiving Party and that the Disclosing Party shall be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach thereof, in addition to any other remedies available at law or in equity.
8. This Agreement shall be effective from the date herein and shall be valid for a period of two years. The obligation to maintain the confidentiality of the Confidential Information provided hereof and the undertakings and obligations in this Agreement shall survive two years from the expiry or termination of this Agreement.
9. Each provision (or part thereof) of this Agreement shall be construed separately and independently from each other. Accordingly, if any provision of this Agreement is found to be unenforceable or invalid, such provision shall be ineffective to the extent of such unenforceability or invalidity, without affecting the remaining provisions of this Agreement.
10. It is understood and agreed that the construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Texas, without regard to conflicts of laws principles. Exclusive venue for any claims arising out of this Agreement shall lie in Dallas County, Texas. Obligations to deliver documents or notices, or make payments, pursuant to any term of this Agreement shall be performed in Dallas County, Texas.

IN WITNESS WHEREOF, this Agreement has been executed on the date and year first above-written.

A handwritten signature in blue ink that reads 'Rod Hinze'.

Signed By
Rod Hinze

Signed By

FOR AND ON BEHALF OF
HINZE CAPITAL, LLC

FOR AND ON BEHALF OF

Date: June 14, 2022

Date: