NON-DISCLOSURE AND NON-COMPETE AGREEMENT

HBD1 Consulting LLC *(a Wyoming Limited Liability Company)*

Effective Date: _____
Project / Transaction Reference (Optional): _____

This Non-Disclosure and Non-Compete Agreement (this **"Agreement"**) is entered into as of the Effective Date set forth above by and between **HBD1 Consulting LLC**, a limited liability company organized under the laws of the State of Wyoming (**"Disclosing Party"**), and the undersigned individual or business entity identified below (**"Recipient"**). Disclosing Party and Recipient are each referred to as a **"Party"** and collectively as the **"Parties."**

Recipient Information

- **Full Legal Name / Entity Name:** _____
- **Authorized Contact Name & Title:** _____
- **Street Address, City, State, Postal Code:** _____
- **Email Address:** _____
- **Telephone Number:** _____

---

1. Purpose

The Parties wish to explore a potential business, financing, investment, consulting, development, or strategic relationship or transaction (the **"Transaction"**) relating to one or more projects or commercial opportunities presented by Disclosing Party. In connection with evaluating the Transaction, Disclosing Party may disclose certain non-public, confidential, and proprietary information to Recipient.

2. Definition of Confidential Information

"Confidential Information" means any and all non-public information disclosed by or on behalf of Disclosing Party to Recipient, whether orally, visually, electronically, or in writing, in connection with the Transaction. Confidential Information includes, without limitation, business plans, financial models, projections, budgets, capital structures, project specifications, real estate and site data, operational processes, client and investor identities, sponsor and partner contacts, marketing materials, trade secrets, and the fact that discussions regarding the Transaction are taking place.

3. Exclusions from Confidential Information

Confidential Information does not include information that Recipient can demonstrate through written records:

1. is or becomes generally available to the public through no breach of this Agreement by Recipient or its Representatives;
2. was rightfully in Recipient's possession or known to Recipient without restriction prior to disclosure by Disclosing Party;
3. is rightfully received by Recipient from a third party who is not under any obligation of confidentiality to Disclosing Party with respect to such information; or
4. is independently developed by Recipient without use of or reference to Disclosing Party's Confidential Information.

4. Confidentiality Obligations and Permitted Disclosure

Recipient shall hold all Confidential Information in strict confidence using at least the same degree of care it uses to protect its own confidential information, and in no event less than reasonable care. Recipient shall use Confidential Information solely for the purpose of evaluating, negotiating, or consummating the Transaction with Disclosing Party and for no other commercial or competitive purpose.

Recipient may disclose Confidential Information only to its employees, officers, directors, affiliates, and professional advisors (including legal counsel, accountants, and financial advisors) (collectively, **"Representatives"**) who have a strict need to know such information to evaluate the Transaction and who are bound by confidentiality obligations at least as protective as those in this Agreement. Recipient shall remain fully responsible for any breach of this Agreement by its Representatives.

If Recipient is required by law, regulation, subpoena, or court order to disclose any Confidential Information, Recipient shall (to the extent legally permitted) provide prompt written notice to Disclosing Party so that Disclosing Party may seek a protective order or other appropriate remedy, and Recipient shall disclose only the minimum portion of Confidential Information legally required.

5. Non-Competition and Non-Circumvention

During the Term of this Agreement, Recipient shall not, directly or indirectly, on its own behalf or in concert with any third party, use any Confidential Information to:

1. circumvent, bypass, or obviate Disclosing Party in order to pursue, enter into, or benefit from any Transaction, project, asset, or business opportunity introduced or disclosed by Disclosing Party;
2. contact, solicit, or negotiate directly with any project sponsor, property owner, client, funding source, lender, or strategic partner specifically introduced or identified by Disclosing Party in connection with the Transaction without Disclosing Party's prior written consent; or

3. acquire, lease, option, develop, finance, or pursue any specific project, property, or directly competing opportunity derived from or utilizing Disclosing Party's Confidential Information.

6. Ownership and Return of Materials

All Confidential Information and all intellectual property rights therein remain the sole and exclusive property of Disclosing Party (or its respective licensors or project partners). Nothing in this Agreement grants Recipient any license, ownership, or other right in or to any Confidential Information except the limited right to evaluate the Transaction.

Upon Disclosing Party's written request or upon termination of discussions regarding the Transaction, Recipient shall promptly return or destroy all tangible and electronic copies of Confidential Information and confirm such destruction in writing upon request. Recipient may retain archival copies strictly as required by applicable law or routine automated backup systems, provided such copies remain subject to the confidentiality obligations of this Agreement.

7. No Obligation; No Professional Advice

Nothing in this Agreement obligates either Party to proceed with or enter into any Transaction or business relationship. All Confidential Information is provided "as is," and Disclosing Party makes no representation or warranty as to its accuracy or completeness unless expressly set forth in a separate definitive agreement. Disclosing Party is not providing legal, tax, accounting, or investment advice, and Recipient should rely solely on its own independent investigation and professional advisors.

8. Term

This Agreement shall commence on the Effective Date and remain in full force and effect for a period of **two (2) years (24 months)** from the Effective Date (the **"Term"**). Notwithstanding the foregoing, obligations with respect to any Confidential Information that constitutes a trade secret under applicable law shall continue for so long as such information remains a trade secret.

9. Remedies

Recipient acknowledges that any unauthorized disclosure or misuse of Confidential Information, or any breach of the non-competition and non-circumvention obligations herein, may cause irreparable harm to Disclosing Party for which monetary damages alone may be an inadequate remedy. Accordingly, in the event of an actual or threatened breach, Disclosing Party may seek injunctive or other equitable relief from a court of competent jurisdiction, in addition to any other rights or remedies available at law or in equity.

10. General Provisions

- **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict-of-law principles. Any legal

action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the State of Wyoming, and each Party irrevocably consents to the jurisdiction and venue of such courts.

- **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.
- **Entire Agreement and Amendments.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior discussions or understandings relating thereto. This Agreement may be amended or waived only by a written instrument signed by both Parties.
- **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement in connection with a merger, reorganization, or sale of substantially all of its assets.
- **Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures and electronically transmitted copies of signed counterparts shall have the same legal force and effect as original ink signatures.

IN WITNESS WHEREOF, the Parties have executed this Non-Disclosure and Non-Compete Agreement as of the Effective Date set forth above.

RECIPIENT	**DISCLOSING PARTY**
Entity / Individual Name: _____	**HBD1 Consulting LLC** *(a Wyoming limited liability company)*
Signature: _____	**Signature:** _____
Printed Name: _____	**Printed Name:** _____
Title: _____	**Title:** Authorized Representative
Date: _____	**Date:** _____