



MBK International Services Inc.  
Sugar Land, Texas, USA  
Telephone: +1 (281) 798-3882  
Email: [michael.king@mbkinternational.com](mailto:michael.king@mbkinternational.com)  
Website: [www.mbkinternational.com](http://www.mbkinternational.com)

---

## **MUTUAL NON-DISCLOSURE, NON-COMPETE, AND NON-CIRCUMVENTION AGREEMENT**

**This Agreement** is made and entered into by and between:

**Disclosing Party:** MBK International Services, LLC

**Receiving Party:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

Collectively referred to as the "Parties."

---

### **1. Purpose**

The Parties wish to explore a potential business relationship involving investment, partnership, advisory, or collaboration opportunities. In connection with this evaluation, each Party may disclose to the other certain confidential and proprietary information.

### **2. Definition of Confidential Information**

"Confidential Information" includes all business models, financials, projections, strategic plans, operations, trade secrets, technical data, intellectual property, contracts, vendor and partner identities, and any non-public information marked or reasonably considered confidential.

### **3. Non-Disclosure Obligations**

Each Party agrees:

- Not to disclose, distribute, or use Confidential Information for any purpose other than evaluation of the potential business relationship.
- To protect Confidential Information with the same care as its own.
- Not to disclose Confidential Information to third parties without prior written consent.

## 4. Non-Compete Obligations

The Receiving Party agrees:

- For a period of fifteen (15) years from the Effective Date, not to directly or indirectly finance, advise, operate, support, or participate in any business that replicates or competes with MBK International's carbon sequestration, biochar production, carbon credit monetization, or related infrastructure.
- This restriction applies globally and survives any termination of discussions.

## 5. Non-Circumvention Obligations

The Receiving Party further agrees:

- Not to contact, engage, or contract with MBK's vendors, feedstock providers, technology suppliers, certification agencies, or strategic partners disclosed during discussions.
- This restriction applies to the Receiving Party's affiliates, partners, representatives, and successors.

## 6. Exclusions

Confidential Information does not include information that:

- Was lawfully in the recipient's possession before disclosure
- Becomes public through no fault of the recipient
- Is lawfully received from a third party
- Is independently developed without reference to the disclosed materials

## 7. Return or Destruction of Information

Upon request or termination of discussions, the Receiving Party agrees to return or destroy all Confidential Information.

## 8. No License or Obligation

This Agreement does not create a license or commitment to proceed with any transaction.

## 9. Remedies

Breach of this Agreement shall entitle the Disclosing Party to seek injunctive relief, monetary damages, and any other remedies available under law.

## 10. Indemnification

Each Party agrees to indemnify, defend, and hold harmless the other Party, including its officers, directors, employees, affiliates, successors, and assigns, from any and all losses, claims, liabilities, damages (including direct, indirect, incidental, and consequential damages), and expenses (including reasonable attorney's fees) arising out of or in connection with any breach of this Agreement or any unauthorized use or disclosure of Confidential Information.

## 11. Conflict of Interest

The Receiving Party represents and warrants that, to the best of its knowledge, it is not currently engaged in any transaction, relationship, or activity that conflicts with or is reasonably likely to conflict with the interests of the Disclosing Party. The Receiving Party shall promptly disclose any such potential conflicts in writing if they arise during the term of this Agreement.

## 12. Data Privacy and Information Security

The Receiving Party shall implement and maintain administrative, technical, and physical safeguards consistent with industry best practices, such as ISO/IEC 27001 or NIST standards, to protect the confidentiality, integrity, and availability of the Confidential Information. The Receiving Party shall not store, process, or transfer Confidential Information outside of approved jurisdictions or to third parties without the express written consent of the Disclosing Party.

## 13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Disputes shall be resolved by binding arbitration in Houston, Texas.

## 13. Non-Solicitation

The Receiving Party agrees not to directly or indirectly solicit or hire any employees, consultants, contractors, or advisors of the Disclosing Party for a period of three (3) years from the Effective Date, without prior written consent.

## 14. Intellectual Property Rights

All intellectual property, trademarks, copyrights, trade secrets, and proprietary technologies shared by the Disclosing Party shall remain the sole property of the Disclosing Party. Nothing in this Agreement shall be construed as granting any license or rights to use such intellectual property without express written permission.

## 15. No Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision. A waiver shall be effective only if in writing and signed by the waiving Party.

## 16. Severability

If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary, and the remainder of the Agreement shall remain in full force and effect.

## 17. Enforcement Jurisdiction

This Agreement shall be enforceable not only under the laws of the State of Texas, but also in any jurisdiction where the Receiving Party or its affiliates conduct business, distribute related technologies, or attempt to replicate disclosed business models. The Disclosing Party reserves the right to seek enforcement in domestic or international courts as appropriate.

## 18. Survival

The obligations of confidentiality, non-circumvention, non-compete, non-solicitation, indemnification, and intellectual property protection shall survive the termination of this Agreement and remain in effect for the full term specified herein, or as long as permitted by law.

## 19. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, representations, or understandings, whether written or oral.

---

## IN WITNESS WHEREOF

The Parties have executed this Mutual Non-Disclosure, Non-Compete, and Non-Circumvention Agreement as of the Effective Date.

### **Disclosing Party**

MBK International Services, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Receiving Party**

---

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This Agreement constitutes the entire understanding between the Parties and supersedes all prior communications.

---