

NONDISCLOSURE AGREEMENT

Tribal Ethos Holdings, LLC, a Texas limited liability company with offices at 11816 Inwood Road, Suite 800, Dallas, Texas 75244 (“**Disclosing Party**”) and the undersigned recipient (“**Receiving Party**”) enter into this Nondisclosure Agreement (“**Agreement**”) to be effective as of the date Disclosing Party executes this Agreement as set forth on the signature page (“**Effective Date**”) (Disclosing Party and Receiving Party, each a “**Party**,” collectively, “**Parties**”).

Recitals

A. The Receiving Party will receive a Confidential Private Placement Memorandum and Exhibits (“**PPM**”) regarding the possible investment in Disclosing Party.

B. The Parties are entering into this Agreement for the purpose of defining Receiving Party’s obligations to Disclosing Party with respect to the PPM and Confidential Information (as defined below) to be disclosed to or otherwise learned by Receiving Party in connection with Receiving Party’s potential investment (“**Purpose**”).

C. Receiving Party acknowledges and agrees Disclosing Party has invested and will continue to invest considerable time, effort, and expense in the Confidential Information that may be disclosed to Receiving Party for the Purpose.

D. Receiving Party further acknowledges and agrees that Disclosing Party has taken steps and will continue to take all reasonable steps necessary to protect the secrecy of Confidential Information and that any misappropriation, unauthorized use, or improper disclosure of Confidential Information would cause irreparable harm to Disclosing Party.

E. Disclosing Party desires and Receiving Party acknowledges the need to maintain the confidentiality of Disclosing Party’s Confidential Information and protect it from unauthorized use and disclosure pursuant to the terms of this Agreement.

In consideration of the foregoing recitals and the mutual covenants in this Agreement, the Parties agree as follows:

Article 1

Confidentiality

1.01. **Nondisclosure.** Except as expressly permitted by this Agreement, Receiving Party and its Representatives (defined below) will not reveal or otherwise disclose Confidential Information to any third party, use Confidential Information for any reason other than the Purpose. Further, Receiving Party and its Representatives will not trade on or otherwise use Confidential Information for personal gain or in any way that is detrimental or adverse to the interests of Disclosing Party. If Receiving Party desires to disclose Confidential Information to a third party, Receiving Party may do so only with the prior written consent of Disclosing Party,

except as otherwise provided below. Receiving Party will protect Confidential Information with the same degree of care as Receiving Party uses in protecting Receiving Party's own confidential and proprietary information (but in no event a lesser degree of care than a reasonably prudent person). If Receiving Party is requested pursuant to, or required by applicable law, regulation or legal process to disclose any Confidential Information, Receiving Party will promptly notify Disclosing Party in writing so that Disclosing Party may seek a protective order or other appropriate remedy or, in Disclosing Party's sole discretion, waive compliance with the terms of this Agreement. If no protective order or other remedy is obtained, or Disclosing Party waives compliance with the terms of this Agreement, Receiving Party will furnish only that portion of the Confidential Information which Receiving Party is advised by counsel in writing is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information. Receiving Party may disclose the Disclosing Party's Confidential Information to Representatives provided any such Representative (a) reasonably requires the information in order to evaluate or engage in discussions concerning the Purpose, and (b) is bound by obligations of confidentiality and non-use at least as stringent as those set forth in this Agreement. Receiving Party agrees to ensure the observance and proper performance by all Representatives of the terms and conditions of this Agreement, and agrees to be fully liable and responsible for the disclosure or use of any Confidential Information by any Representative in a manner other than as expressly permitted by this Agreement. **"Representatives"** means Receiving Party's affiliates and subsidiaries and its and their respective officers, directors, managers, shareholders, employees, members, independent contractors, debt financing sources, attorneys, accountants, consultants, agents, financial advisors, successors and assigns.

1.02. **Confidential Information.** **"Confidential Information"** means any and all non-public, confidential proprietary information, Trade Secrets, and such other confidential information of or relating to Disclosing Party, or its parents, subsidiaries and affiliated companies furnished to or otherwise learned by Receiving Party or its Representatives during the term of this Agreement, including (a) any useful inventions, process, formula, composition of matter, or device which is being used or studied and is not described in a patent; (b) any engineering, technical, or product specifications of any current or future product; (c) any ideas, designs, drawings, concepts, software (whether in source or object code), flow charts, algorithms, research, developments, engineering, technology, data or know-how, or any documentation related to any of the foregoing, whether or not copyrighted, patented, or patentable; (d) information concerning business plans, product plans, pricing strategies, licensing strategies or marketing strategies; (e) information regarding executives, personnel, assignments, customers or suppliers; (f) financial information, fair market value analysis and valuations, or governing and corporate documents; (g) training, employment, policy, and procedure manuals; (h) information received from a third party pursuant to an obligation of confidentiality; (i) information derived from samples or other materials, as to either the nature of such or materials or any processes, know-how or technology embodied in the foregoing; and (j) all analyses, compilations, studies, extracts, and summaries prepared by or for Receiving Party, which contain, are based upon, or otherwise reflect Confidential Information or Trade Secrets or Receiving Party's review of Confidential Information or Trade Secrets, as well as any such information disclosed during or created in conjunction with investigations, reviews, analyses, discussions, and/or negotiations between the Parties regarding the Purpose. Confidential Information includes any of the

foregoing that is reasonably deemed confidential and/or proprietary under the facts and circumstances of disclosure, whether disclosed in writing or orally furnished by Disclosing Party prior to or subsequent to the Effective Date and whether or not marked “confidential”. “**Trade secret(s)**” means any and all Confidential Information, which qualifies as a “trade secret” under State law. Notwithstanding the foregoing, Confidential Information will not include information which: (1) Receiving Party can establish by written records was known to Receiving Party at or prior to the time of disclosure, except to the extent unlawfully appropriated by Receiving Party, its Representatives or a third party; (2) at or after the time of disclosure Party becomes generally available to the public through no wrongful or negligent act or omission on Receiving Party’s or a Representative’s part; (3) Receiving Party can establish by written records that Receiving Party receives from a third party free to make such disclosure without breach of any legal obligation; or (4) Receiving Party can establish by written records is independently developed by or for Receiving Party without use of the Confidential Information.

Article 2

Term

2.01. **Term.** This Agreement will remain in effect for the longer of the period beginning on the Effective Date and continuing for 12 months thereafter or for so long as Receiving Party or its Representatives have any Confidential Information directly or indirectly in their possession or control; provided however, Receiving Party’s and its Representatives’ obligations with respect to Trade Secrets will survive for so long as such information remains a Trade Secret. This is a permanent restriction against use or disclosure of Disclosing Party’s Trade Secrets as long as it remain Trade Secrets of Disclosing Party.

2.02. **Return of Confidential Information.** At any time upon Disclosing Party’s request and upon expiration or termination of this Agreement for any reason, if Receiving Party or its Representatives possess any Confidential Information, Receiving Party will return and/or destroy, as directed by Disclosing Party, all copies of the Confidential Information, and all Derivatives of such information, to Disclosing Party and will certify in writing that all such Confidential Information has been returned and/or destroyed. Receiving Party, however, may return Confidential Information, or any part of such information, to Disclosing Party at any time.

Article 3

Ownership & Limitations

3.01. **No Further Rights.** Nothing contained in this Agreement will be construed as granting or conferring any rights by license or otherwise in the Confidential Information except as expressly provided in this Agreement. All Confidential Information and any Derivatives developed or derived through use of such Confidential Information, whether created by Disclosing Party or Receiving Party, will remain the property of Disclosing Party and no license or other rights to Confidential Information is granted or implied by this Agreement. For purposes of this Agreement, “**Derivatives**” means: (a) for copyrightable or copyrighted material, any translation, abridgement, revision, or other form in which an existing work may be recast,

transformed or adapted; (b) for patentable or patented material, any improvement on the material; and (c) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent, and/or trade secret.

3.02. **No Representations or Warranties.** Disclosing Party makes no representations or warranties as to the accuracy, sufficiency, or completeness of the Confidential Information. Receiving Party acknowledges that the Confidential Information is provided “AS IS” without warranty or representation (express or implied). Disclosing Party will not have any liability or responsibility for errors or omissions in, or any decisions made by Receiving Party in reliance on, any Information disclosed under this Agreement.

Article 4

Injunctive Relief

4.01. **Injunctive Relief.** Receiving Party acknowledges and agrees that the Confidential Information is the confidential, proprietary and trade secret information of Disclosing Party and that the unauthorized use or disclosure of Confidential Information would cause irreparable harm and significant injury to Disclosing Party for which Disclosing Party would have no adequate remedy at law. Therefore, Disclosing Party will have the right, in addition to any other rights available at law or in equity, to injunctive relief enjoining any breach or potential breach of this Agreement by Receiving Party and Receiving Party agrees that an adequate bond to be posted by Disclosing Party for seeking injunctive relief is \$100.00.

Article 5

Additional Provisions

5.01. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior proposals, understandings, and agreements, whether oral or written, between the Parties with respect to the same.

5.02. **Assignment.** This Agreement is not assignable or transferable by Receiving Party, by operation of law, or otherwise. Receiving Party will not assign this Agreement without the prior written consent of Disclosing Party. Any attempted assignment by Receiving Party without Disclosing Party’s written consent is void. Disclosing Party may assign this Agreement upon notice to Receiving Party. Subject to the forgoing, this Agreement inures to the benefit of and is binding upon the Parties’ respective successors and assigns.

5.03. **Representations & Warranties.** The Parties represent and warrant that this Agreement constitutes the legal, valid, and binding obligations of the Parties, enforceable in accordance with its terms.

5.04. **Amendment.** Amendments of this Agreement will not be binding unless such amendment is in writing and signed by a duly authorized representative of the Parties.

5.05. **Rules of Construction.** Neither Party will be deemed the drafter of this Agreement despite the possibility that one Party or its representatives may have prepared the initial draft or played a greater role in the preparation of subsequent drafts. In construing this Agreement, no provision will be construed in favor of one Party on the ground that such provision was drafted by the other Party. If any claim is made by a Party relating to any conflict, omission, or ambiguity in the provisions of this Agreement, no presumption, burden of proof, or persuasion will be implied because this Agreement was prepared by or at the request of either Party or its counsel. The headings and captions of this Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision of this Agreement. Unless otherwise provided, the words “include(s),” “included,” or “including” do not limit the preceding words or terms. Pronouns in this Agreement refer to the masculine, feminine, neuter, singular or plural as the context will require.

5.06. **Waiver/ Severability.** The failure of either Party to insist in one or more instances upon performance of any terms of this Agreement will not be construed as a waiver of future performance required by the term. No term of this Agreement may be waived except by written consent of the waiving Party. All remedies, rights, undertakings, and obligations contained in this Agreement will be cumulative and none of them will be in limitation of any other remedy, right, undertaking, or obligation of a Party. The provisions of this Agreement are severable. The invalidity, in whole or in part, of any provision of this Agreement will not affect the enforceability of any other provisions. If one or more provisions of this Agreement are declared unenforceable, the remaining provisions will be enforceable and will be construed in the broadest possible manner to effectuate the purposes of this Agreement.

5.07. **Notices.** All notices required or permitted under this Agreement will be in writing (including electronic form) and will be delivered to the address set forth by each Party in this Agreement, or to such other party and/or address as any of the Parties may designate in a written notice served upon the other Party. Each notice will be given and will be effective: (a) if delivered by hand, when so delivered; (b) if delivered by nationally recognized overnight courier service or sent by United States Express Mail, upon confirmation of delivery; (c) if delivered by certified or registered mail, on the third following day after deposit with the United States Postal Service; (d) if delivered by facsimile, upon confirmation of successful transmission; or (e) if delivered by email, upon confirmation of receipt by the other Party in writing by return email.

5.08. **Governing Law and Venue.** This Agreement, and all claim or cause of actions (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution, or performance of this Agreement, including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement, or as an inducement to enter into this Agreement), will be governed by, and enforced in accordance with, the internal substantive and procedural laws of the state of Texas (“**State**”) without giving effect to any laws, rules or provisions of the State that would cause the application of the laws rules or provisions of any jurisdiction other than the

State, including its statutes of limitations, without regard to any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction. The Parties irrevocably submit to the exclusive jurisdiction of any state or federal court within the State located in (or with jurisdiction over) Dallas County, with respect to any action or proceeding arising out of or relating to this Agreement. The Parties consent to and grant to any such court exclusive jurisdiction over the persons of such Parties and over the subject matter of any such dispute.

5.09. **Litigation Expense.** In any suit or action brought by Disclosing Party to enforce any term, condition, or covenant of this Agreement, or to recover damages arising from any breach of this Agreement, Receiving Party will pay Disclosing Party's reasonable attorneys' fees and all other reasonable costs and expenses that may be incurred by Disclosing Party, including those fees and costs incurred in any bankruptcy case or proceeding.

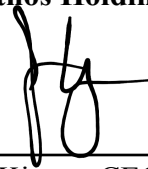
5.10. **Counterparts.** This Agreement may be executed in any number of counterparts. This Agreement may be executed by facsimile signature or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docuSign.com).

(Signature Page Follows)

The Parties have executed this Agreement duly authorized to be effective as of the Effective Date.

DISCLOSING PARTY

Tribal Ethos Holdings, LLC

By:  _____
John Kinzer, CEO

Date

RECEIVING PARTY

[Investor's Entity Name]

By: _____

OR as an individual

Address (*for notice purposes*):

