

NON-CIRCUMVENTION, NON-DISCLOSURE, AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT, entered on this _____, day of _____, 2026, is for the association and arrangement of Non-Circumvention, Non-Disclosure, and Confidential Collaboration, between

_____, whose principal place of business is at _____, Country, _____

And,

Intellectual Dynamics Corporation (aka) IDC Global or (IDC), whose principal place of business is at One Alliance Center 3500 Lenox Rd, N. E. Suite 1500. Atlanta, Georgia 30326, USA,

Hereinafter referred to as the "Parties."

Upon execution of this Agreement, the Parties agreed to respect the integrity and tangible value of this Agreement between them.

1. Term of Agreement, Automatic Renewal or Roll-Over. This Agreement is effective for a minimum period of five (3) years from the date of execution of this Agreement, and for a period of two (2) years after the exchange of information or the completion of each transaction, whichever occurs later in time, with an additional two (2) years of automatic renewal/roll-over upon the completion or closing of each exchange of information or transaction, and thereafter at the end of any renewal/roll-over period, without the need for any notice or advisement, unless mutually agreed in writing to be terminated by both of the Parties.

2. Contacts Deemed Exclusive and Valuable. Because of this Agreement, the Parties involved in this transaction or series of transactions may learn from one another, or from their principals, the names, telephone numbers, email addresses, and other contact information of clients, borrowers, investors, lenders, agents, brokers, lending corporations, banks, manufacturers, individuals and/or trusts, or buyers and sellers hereinafter referred to as "Contacts." The Parties agree that the identities of the Contacts shall be recognized by the other Party as the exclusive and valuable Contacts of the introducing Party and shall remain so for the duration of this Agreement, including any renewal/roll-over period.

3. **Confidentiality.** The Parties shall keep strictly confidential the names and any other identifying information of any Contacts introduced or revealed to the other party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, contractors, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts without first entering into a written agreement with the Party who provided such contact, unless that Party gives prior written consent. Such confidentiality will include any names, addresses, email addresses, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to either Party.

4. **Non-Disclosure.** The Parties agree not to disclose, reveal or make use of any information during discussion or observation regarding methods, concepts, ideas, specifications, product, services, or proposed new products or services, nor to do business with any of the revealed Contacts without the written consent of the introducing party or parties.

5. **Commission or Fee Agreements.** The Parties agree that due to the many variables surrounding each business transaction that will occur because of this Agreement, the commission to be paid and/or the fee structure between the Parties may vary. A separate fee/commission agreement may outline compensation for each business transaction. The fee or commission agreement must be drafted and acknowledged by signature before the commencement of business transactions.

6. **Liquidated Damages.** In case of circumvention, the Parties agree and guarantee that they will pay a legal monetary penalty that is equal to three (3) times the commission or fee the circumvented Party should have realized in such transactions, by the person(s) or entity(ies) engaged on the circumvention for each occurrence.

7. **Attorney Fees.** If either party commences legal proceedings to interpret or enforce the terms of this Agreement, the prevailing Party will be entitled to recover court costs and reasonable attorney fees.

8. **Choice of Law.** The Parties will construe this Agreement in accordance with the **laws and rules of Arbitration of The International Chamber of Commerce, Paris, France**. If any provision of this Agreement is deemed void by any court of competent jurisdiction, the remaining provisions shall remain in force and effect.

9. **Consent to Personal Jurisdiction.** This agreement shall be governed by the laws of the residence or registered place of business of the Party declaring such breach. If an amicable settlement cannot be agreed to by mutual discussion, mediation, and/or mutually agreed arbitration by a third party, then the dispute shall be submitted to mandatory and binding arbitration in accordance with the **ICCA (International Council for Commercial Arbitration)** commercial rules of arbitration. If a third part arbitrator is not agreed upon within the first thirty (30) days directly following the first notification of any dispute; it is then agreed that either party may pursue court action to remedy all dispute(s) with the other party

10. **Entire Agreement.** This Agreement contains the entire understanding between the Parties, and any waiver, amendment or modification to this Agreement is subject to the above conditions and must be attached to this Agreement.

11. **Authority to Act/Bind.** Upon execution of this Agreement by signature below, the Parties agree that any individual, firm company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees or consultants of which the signee is an agent, officer, heir, successor, assign or designee is bound by the terms of this Agreement.

An e-mail or facsimile copy of this Non-Circumvention, Non-Disclosure and Confidentiality Agreement shall constitute a legal and binding instrument. By setting forth my hand below, I warrant that I have complete authority to enter into this Agreement.

For: _____

By Name: _____

Signature: _____

Title: _____

Date: _____

Email: _____

Tel: _____

Nation State: _____

For: Intellectual Dynamics Corporation

By Name: _____

Signature: _____

Title: _____

Date: _____

Email: _____

Tel: _____

Nation State: United States of America