



Non-Disclosure and Non-Circumvention Agreement

THIS AGREEMENT (“Agreement”) is entered into by and between **Global Holdings LLC and its subsidiaries** (collectively, “GH”), and _____ on behalf of itself and its affiliates (collectively, “Company”). GH and COMPANY may hereafter be referred to as a “Party” or collectively as the “Parties”. Further, the Party disclosing information to the other hereunder may be referred to as the “Discloser” and the Party receiving information from the other hereunder may be referred to as the “Recipient”.

WHEREAS, each Party is a Discloser who has and/or will provide proprietary and confidential information to the other Party who is also a Recipient in order to facilitate and permit (i) the analysis, evaluation and consummation of a business transaction between the Parties or (ii) the establishment and conduct of an ongoing business relationship between the Parties (the “Purpose”); and

WHEREAS, the Discloser would not be willing to provide such information to the Recipient absent the protections afforded by this Agreement; and

WHEREAS, the Recipient desires access to such information and, therefore, is willing to enter into and to be bound by this Agreement.

NOW, THEREFORE, in consideration of the premises set forth above, the undertakings and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Confidential Information. The proprietary and confidential information of the Discloser that is the subject of this Agreement shall include all technology, trade-secrets, know-how, concepts, systems, programs, software, designs, specifications, methods, techniques, procedures, agreements, contracts, documents, manuals, reports, materials, records, data, marketing, financial and other information regarding the Discloser’s products, contemplated products, services, contemplated services, proposals, operations, research, development, strategies, plans or any other aspect of its business, along with all analyses, evaluations and other information generated therefrom by the Recipient, whether or not any of the foregoing is formally designated as confidential by the Discloser, and whether any of the foregoing is received by the Recipient in electronic form, in written form, orally or in any other manner (collectively, the “Confidential Information”).

Notwithstanding the foregoing, Confidential Information shall not be deemed to include information that (a) was or is independently developed by the Recipient, as evidenced by bona fide written and dated documentation, (b) is otherwise known to or in the possession of the Recipient at the time this Agreement is executed, provided such information was not provided to the Recipient by the Discloser or any Party having a duty of trust or an obligation of confidentiality to the Discloser (an “Obligated Party”), (c) is subsequently received by the Recipient from a third party who is not an Obligated Party or (d) is or becomes available in the public domain through no fault of the Recipient or an Obligated Party.

2. Obligations Regarding Non-Disclosure. The Recipient shall hold all Confidential Information in trust and in strict confidence by exercising at least the same degree of diligence and care that it uses to avoid disclosure or dissemination of its own highly confidential information, but in no event less than a reasonable standard of diligence and care. In this regard, Recipient may disclose the Confidential Information on a need-to-know basis to its principals and employees who understand and agree to be bound by the terms of this Agreement, but the Recipient shall not disclose the Confidential Information to any other party without (a) the express prior written consent of the Discloser and (b) the written agreement of such Party to be bound by the terms of this Agreement.

Notwithstanding the foregoing, the Recipient may disclose the Confidential Information to the extent required by law; provided, however, the Recipient shall give the Discloser prompt written notice of any request or demand for such disclosure to give the Discloser the opportunity to seek a restraining order to prevent such disclosure and/or a protective order to limit such disclosure.

The Recipient shall not use the Confidential Information (a) for any purpose other than the defined Purpose set forth in this Agreement or (b) in any way that would harm or otherwise be a detriment to the Discloser.

The Recipient shall not duplicate the Confidential Information except for its use in connection with the defined Purpose set forth in this Agreement. All of the Confidential Information, as well as any copies thereof, shall be deemed loaned to the Recipient by the Discloser, and shall be returned immediately to the Discloser upon request.

3. Obligations Regarding Non-Circumvention. As a result of receiving the Confidential Information, and otherwise becoming familiar with the Discloser's business and affairs, the Recipient shall obtain knowledge about the Discloser's employees, strategic partners, contacts, sources, suppliers, customers and prospects (collectively, the "Proprietary Relationships") and the Discloser's strategies, plans and opportunities (collectively, the Proprietary Opportunities"). The Recipient shall not use its knowledge of the Proprietary Relationship or the Proprietary Opportunities (a) for any purpose other than the defined Purpose set forth in this Agreement, (b) for its own advantage or economic benefit outside the scope of such Purpose or (c) in any manner that would harm or otherwise be a detriment to the Discloser. Without limiting the generality of the foregoing, the Recipient shall not, nor shall the Recipient assist any third party to, directly or indirectly, (i) solicit, entice away or otherwise interfere with any Proprietary Relationship without the express prior written consent of the Discloser or (ii) use any Confidential Information or its knowledge of any Proprietary Relationship or Proprietary Opportunity to develop or market a product or service that is similar to or otherwise competitive with any product or service of the Discloser.

4. No Interest, Right, License or Further Obligation. All Confidential Information, as well as all Proprietary Relationships and Proprietary Opportunities, shall remain the property of the Discloser and, other than to use the Confidential Information and the Recipient's knowledge of the Proprietary Relationships and Proprietary Opportunities for the defined Purpose set forth in this Agreement, the execution of this Agreement shall not be construed as granting or conferring to the Recipient an interest, license or any other right in or to any Confidential Information, Proprietary Relationship or Proprietary Opportunity. Moreover, the execution of this Agreement and the disclosure of some Confidential Information by the Discloser shall not require the Discloser (a) to disclose additional Confidential Information, (b) to enter into or continue any negotiations, (c) to execute any additional agreements, or (d) to consummate any business transaction or engage in any ongoing basis relationship with the Recipient.

5. No Representations or Warranties. Unless otherwise expressly acknowledged in writing by the Discloser, all Confidential Information is provided to the Recipient without any representation or warranty of any kind or nature by the Discloser or any other party.

6. No Publicity. Unless expressly approved in writing by the Discloser, no public announcement shall be made by the Recipient as to the execution or content of this Agreement, nor as to any discussions, negotiations, transactions or ongoing business that may occur after the execution hereof.

7. Survival of Obligations. The obligations of non-disclosure and non-circumvention provided for in this Agreement, as well as any and all other undertakings and promises set forth herein, shall run for a period of two years and such obligations shall survive the termination of any discussions, negotiations, transactions or ongoing business that may occur after the execution hereof. In addition, all such obligations, undertakings and promises shall survive and not be affected by any bankruptcy, receivership, assignment, attachment or seizure procedure, whether initiated by or against the Recipient.

8. Entire Agreement and Subsequent Modifications. This Agreement constitutes the entire agreement between the Discloser and the Recipient with respect to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral representations, understandings, negotiations and agreements relating thereto. Modifications of this Agreement must be in writing and signed by each Party; provided, however, if a Court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, to the extent permitted by law, the Parties intend for such provision to be reduced in scope or otherwise modified by the Court to the minimum extent necessary to render the subject provision reasonable and enforceable. In addition, if any such invalid or unenforceable provision cannot be or is not so modified, such provision shall be deemed severed from this Agreement and all of the other provisions hereof shall remain in full force and effect as if such provision had never been included herein.

9. Exercise of Rights and Waivers. All rights, powers and privileges of the Discloser under this Agreement are separate, cumulative and not alternative, and they may be exercised concurrently or successively at the Discloser's discretion. Any waiver of any such right, power or privilege by the Discloser must be in writing to be effective and shall not be construed as a continuing waiver unless expressly stated. No delay or failure by the Discloser to insist upon the Recipient's adherence to and strict

performance of the terms of this Agreement, or the Discloser's delay or failure in the exercise of any other right, power or privilege hereunder, shall operate as a waiver of Discloser's right to subsequently compel such adherence or performance, or to subsequently exercise any such other right, power or privilege, with respect to the matter in question or any other matter, including any continuing or subsequent default hereunder by the Recipient.

10. Litigation and Equitable Relief. Recipient acknowledges that its unauthorized disclosure or use of any Confidential Information, Proprietary Relationship or Proprietary Opportunity would cause irreparable injury to the Discloser. Therefore, the Discloser shall, in addition to all other available legal or equitable remedies and damages, be entitled to injunctive relief, without the necessity of posting or filing a bond or other security, to restrain the threatened or actual violation of this Agreement by the Recipient, its principals, employees and all other persons acting therefore or in concept therewith. If any action is brought to enforce the rights of the Discloser under this Agreement, the prevailing Party in such action shall be entitled to collect its reasonable attorney's fees and associated expenses from the other Party.

11. Governing Law, Jurisdiction and Venue. This Agreement, as well as the rights and duties of the Parties hereunder, shall be governed by, interpreted under and enforced in accordance with the laws of the State of Oklahoma, without regard to the choice of law and conflict of law provisions thereof. The federal and state Courts located in Tulsa County, Oklahoma shall have exclusive jurisdiction to hear and determine any claims, disputes, actions, or suits, which may arise under or out of this Agreement. The Parties each agree and voluntarily consent to the personal jurisdiction and venue of such Courts for such purposes and the Recipient waives any other jurisdiction and venue to which the Recipient may be entitled by virtue of domicile or otherwise.

12. Notices. All notices must be in writing to be effective and may be personally delivered or sent by certified mail or recognized overnight courier to the applicable address noted on the signature page of this Agreement, and any such notice shall be deemed received when delivered to such address. Either Party may change its address for notice purposes by providing written notice of such change to the other Party in the manner set forth in this Paragraph 12.

13. Construction. Whenever the context of this Agreement requires, all words used in the singular shall be construed to have been used in the plural, and vice versa, and a reference to a particular gender shall be deemed to include any other gender. All paragraph headings used in this Agreement are only for convenience, and shall not be used in the interpretation of any provision hereof. All approvals, consents and other discretionary actions that may be given or taken under this Agreement by the Discloser may be given or taken at the Discloser's sole and absolute discretion.

14. Binding Effect and Assignment. This Agreement shall inure to the benefit of and be binding upon the Discloser, the Recipient and their respective successors and assigns; provided, however, the Recipient shall not assign this Agreement, or any of its rights or obligations hereunder, without the express prior written consent of the Discloser.

15. Counterparts / Electronic Copies. This Agreement may be executed in counterparts and delivered electronically by e-mail or facsimile, and all such counterparts and electronic copies shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of _____, 2020.

Global Holdings, LLC
4343 118th East Ave., Suite 220
Tulsa, OK 74146

Company Name
Street Address
City, ST ZIP

By: _____

By: _____

Brent Hampton
VP & General Counsel

Name: _____

Title: _____