
ATHLYNX

THE ATHLETE'S PLAYBOOK

A Dozier Holdings Group Company

**NON-CIRCUMVENTION, NON-DISCLOSURE
AGREEMENT (NCNDA)**

Effective Date: January 6, 2026

Agreement Number: NCNDA-2026-001

PARTIES

**DISCLOSING PARTY: ATHLYNX AI Corporation, a
Delaware corporation DOZIER HOLDINGS GROUP,
LLC, a Texas limited liability company 12036 Lake
Portal Drive, Houston, TX 77047 Tax ID: 88-
3846539**

RECEIVING

PARTY:

Name:

Address:

Email:

Phone:

RECITALS

WHEREAS, the Disclosing Party owns valuable intellectual property, trade secrets, business information, and proprietary technology related to the ATHLYNX platform and related businesses;

WHEREAS, the Receiving Party desires to receive Confidential Information for the purpose of evaluating and/or participating in business opportunities with the Disclosing Party;

WHEREAS, the Disclosing Party is willing to disclose such Confidential Information subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1 “Confidential Information” means any and all information disclosed by the Disclosing Party, including but not limited to:

- Source code, algorithms, and software**
- Business plans and strategies**
- Financial information and projections**
- Customer and user data**
- Marketing plans and materials**
- Technical specifications and designs**
- Trade secrets and know-how**
- Partner and vendor relationships**
- Pricing and cost information**

- Employee and contractor information
- Any information marked “Confidential” or “Proprietary”

1.2 “Intellectual Property” means all patents, trademarks, copyrights, trade secrets, and other proprietary rights owned by or licensed to the Disclosing Party, including:

- US Patent Application 20080281518 and related patents
- ATHLYNX trademark and brand assets
- THE ATHLETE’S PLAYBOOK trademark
- DOZIER HOLDINGS GROUP trademark
- All software, code, and algorithms
- All designs, logos, and creative works

ARTICLE 2: NON-DISCLOSURE

2.1 Confidentiality Obligation. The Receiving Party agrees to:

- (a) Hold all Confidential Information in strict confidence;**
- (b) Not disclose any Confidential Information to any third party without prior written consent;**
- © Use Confidential Information only for the purposes authorized by this Agreement;**
- (d) Protect Confidential Information with at least the same degree of care used to protect its own confidential information, but no less than reasonable care;**
- (e) Limit access to Confidential Information to those with a need to know.**

2.2 Exceptions. Confidential Information does not include information that:

- (a) Is or becomes publicly available through no fault of the Receiving Party;**
- (b) Was rightfully in the Receiving Party's possession before disclosure;**

- © Is independently developed without use of Confidential Information;
- (d) Is rightfully obtained from a third party without restriction.

2.3 Required Disclosure. If legally required to disclose Confidential Information, the Receiving Party shall:

- (a) Provide prompt written notice to the Disclosing Party;
 - (b) Cooperate in seeking protective measures;
 - © Disclose only the minimum required.
-

ARTICLE 3: NON-CIRCUMVENTION

3.1 Non-Circumvention Obligation. The Receiving Party agrees to NOT:

- (a) Contact, deal with, or enter into any business relationship with any contact, customer, partner,

investor, or business opportunity introduced by the Disclosing Party without written consent;

(b) Circumvent, avoid, or bypass the Disclosing Party to deal directly with any such party;

© Attempt to obtain any benefit from relationships or opportunities introduced by the Disclosing Party;

(d) Disclose the identity of any contacts to third parties;

(e) Interfere with any business relationship of the Disclosing Party.

3.2 Protected Relationships. This includes but is not limited to:

- Athletes and sports professionals**
- Brands and sponsors**
- Investors and funding sources**
- Technology partners (Manus AI, Nebius, NVIDIA, etc.)**

- Media and marketing partners
- Educational institutions
- Sports organizations and leagues

3.3 Duration. The non-circumvention obligations shall survive for FIVE (5) YEARS after termination of this Agreement or any business relationship.

ARTICLE 4: NON-COMPETE

4.1 Non-Compete Obligation. During the term of any business relationship and for THREE (3) YEARS thereafter, the Receiving Party agrees to NOT:

- (a) Directly or indirectly engage in any business that competes with ATHLYNX or Dozier Holdings Group;
- (b) Own, manage, operate, or control any competing business;

- © Serve as an employee, consultant, or advisor to any competing business;
- (d) Invest in any competing business (except passive investments of less than 5% in publicly traded companies).

4.2 Competing Business Defined. A “Competing Business” includes any business that:

- Provides NIL services to athletes
 - Operates a transfer portal or recruiting platform
 - Offers athlete management software
 - Provides AI-powered sports services
 - Operates in the athlete services industry
-

ARTICLE 5: INTELLECTUAL PROPERTY

5.1 Ownership. All Intellectual Property remains the sole property of the Disclosing Party. No

license or rights are granted except as expressly stated.

5.2 Work Product. Any work product, inventions, or improvements created using Confidential Information shall be owned exclusively by the Disclosing Party.

5.3 No Reverse Engineering. The Receiving Party shall not reverse engineer, decompile, or disassemble any software or technology.

5.4 Return of Materials. Upon request or termination, the Receiving Party shall return or destroy all Confidential Information and certify such destruction in writing.

ARTICLE 6: REMEDIES

6.1 Injunctive Relief. The Receiving Party acknowledges that breach of this Agreement would cause irreparable harm. The Disclosing

Party shall be entitled to injunctive relief without posting bond.

6.2 Liquidated Damages. In addition to other remedies, the Receiving Party agrees to pay liquidated damages of:

- **\$100,000 for each breach of confidentiality**
- **\$250,000 for each act of circumvention**
- **\$500,000 for each violation of non-compete**

6.3 Attorney's Fees. The prevailing party shall be entitled to recover reasonable attorney's fees and costs.

6.4 Cumulative Remedies. All remedies are cumulative and not exclusive.

ARTICLE 7: TERM AND TERMINATION

7.1 Term. This Agreement shall remain in effect for **TEN (10) YEARS** from the Effective Date.

7.2 Survival. The confidentiality, non-circumvention, and non-compete obligations shall survive termination as specified herein.

ARTICLE 8: GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be governed by the laws of the State of Texas.

8.2 Jurisdiction. Any disputes shall be resolved in the courts of Harris County, Texas.

8.3 Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements.

8.4 Amendment. This Agreement may only be amended in writing signed by both parties.

8.5 Severability. If any provision is found invalid, the remaining provisions shall remain in effect.

8.6 Waiver. No waiver of any breach shall constitute a waiver of any other breach.

8.7 Assignment. The Receiving Party may not assign this Agreement without written consent.

8.8 Notices. All notices shall be in writing and sent to the addresses above.

ARTICLE 9: ACKNOWLEDGMENTS

The Receiving Party acknowledges and agrees that:

9.1 They have read and understand this Agreement;

9.2 They have had the opportunity to seek legal counsel;

9.3 They are entering into this Agreement voluntarily;

9.4 The restrictions are reasonable and necessary;

9.5 They will comply with all terms and conditions;

9.6 Breach will cause irreparable harm to the Disclosing Party.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DISCLOSING PARTY:

ATHLYNX AI CORPORATION DOZIER HOLDINGS GROUP, LLC

CHAD ALLEN DOZIER SR. Founder/CEO/Chairman
Date: _____

RECEIVING PARTY:

Printed Name: _____ **Title:** _____

Date: _____

WITNESS:

Printed Name: _____ **Date:** _____

NOTARY ACKNOWLEDGMENT

State of _____ **County** of _____

On this _____ day of _____, 2026, before
me personally appeared
_____, known to me (or
proved to me on the basis of satisfactory
evidence) to be the person whose name is
subscribed to the within instrument and
acknowledged to me that they executed the
same in their authorized capacity, and that by
their signature on the instrument the person, or

**the entity upon behalf of which the person
acted, executed the instrument.**

WITNESS my hand and official seal.

Notary Public My Commission Expires:

[NOTARY SEAL]

© 2026 ATHLYNX AI Corporation. All Rights Reserved. A Dozier Holdings Group Company

CONFIDENTIAL LEGAL DOCUMENT
