

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

This Non-Disclosure and Non-Circumvention Agreement ("Agreement") is effective as of the date of last signature below, between **Green Lion Innovations, LLC**, a Colorado limited liability company with its principal place of business at 1280 Kalamath St., Denver, Colorado 80204 USA ("Company"); and **[COMPANY]**, with its principal place of business at [ADDRESS] ("Recipient").

1. PURPOSE

The parties wish to discuss potential business opportunities related to manufacturing and product design ("Business Purpose"). In these discussions, Company may share confidential information with Recipient.

2. CONFIDENTIAL INFORMATION

Definition: Confidential information includes all information shared by Company, whether oral, written, or demonstrated, including:

- Manufacturing processes, techniques, and specifications
- Product designs, prototypes, and development plans
- Pricing, cost data, and financial information
- Customer lists, supplier information, and business relationships
- Any materials or documents containing the above information

Exclusions: Information that Recipient can prove was: - Already known before receiving from Company - Public knowledge through no fault of Recipient - Received from a third party without confidentiality obligations - Independently developed without using Company's information

3. CONFIDENTIALITY OBLIGATIONS

Recipient agrees to:

- Keep all confidential information strictly confidential
- Use the same level of care as for its own confidential information, but no less than reasonable care
- Not disclose confidential information to any third party without Company's written consent
- Only share with employees who need to know and who agree to these same obligations
- Immediately notify Company of any unauthorized disclosure



4. NON-CIRCUMVENTION

Recipient agrees not to:

- Contact or do business with Company's existing customers without Company's written consent
- Use Company's confidential information to approach Company's customers
- Disclose the identity of Company's customers to third parties

This obligation continues for three (3) years after this Agreement ends.

5. TERM AND TERMINATION

This Agreement lasts for three (3) years unless terminated earlier by: - Mutual written agreement - Either party with 30 days written notice
- Company immediately if Recipient breaches this Agreement

Upon termination, Recipient must return or destroy all confidential information and certify compliance within 30 days.

6. REMEDIES

Recipient acknowledges that breach would cause irreparable harm to Company. Company may seek injunctive relief and damages, including attorney's fees and costs.

7. GENERAL TERMS

- **Governing Law:** Colorado law
- **Jurisdiction:** Denver, Colorado courts
- **Entire Agreement:** This supersedes all prior agreements on this subject
- **Modification:** Only in writing, signed by both parties
- **Survival:** Confidentiality and non-circumvention obligations survive termination for three (3) years

SIGNATURES

[COMPANY]

By: _____

Name: KE Zhigang

Title: CEO

Date: [], 2025

GREEN LION INNOVATIONS, LLC

By: _____



Name: Michael W. Bologna

Title: CEO

Date: [], 2025

