

MUTUAL NON-COMPETE, NONDISCLOSURE AGREEMENT

This **Mutual Non-Compete, Nondisclosure Agreement** ("Agreement") dated as of _____, 2022 (the "Effective Date") is entered into by and between BqETH, LLC, a Wyoming limited liability company, and _____, each of whom may be referred to in this Agreement as a "Party" and all of whom shall be referred to collectively as the "Parties."

RECITALS:

WHEREAS, the Parties intend to engage in discussions or conduct business activities pertaining to certain renewables projects contemplated by BqETH (the "Business Purpose");

WHEREAS, in connection with these discussions or business activities the Parties desire to share certain Confidential Information (as hereinafter defined);

WHEREAS, the Parties wish to establish the terms and conditions under which such Confidential Information is to be protected, retained and used by each Party;

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

A. MUTUAL NON-COMPETE COVENANT.

The Receiving Party will not at any time or in any manner, either directly or indirectly, without the express written consent of the Disclosing Party, use for its personal benefit, nor divulge, disclose, nor communicate in any manner any Confidential Information.

B. MUTUAL NONDISCLOSURE COVENANT.

1 Definitions. For the purposes of this Agreement, the following additional Definitions shall apply:

1.1 "Affiliate" shall mean a corporation, company, division or other entity directly or indirectly owned or controlled by, or under common control of, the same ultimate parent company as Recipient, and shall include the ultimate parent company.

1.2 "Confidential Information" shall mean any proprietary, business or technical information of Discloser which is received by Recipient(s) under this Agreement and which is designated as Confidential Information in accordance with Section 2 below.

1.3 “Non-Compete / Confidentiality Period” shall mean the time period during which Recipient is required to maintain the obligations of confidentiality and limited use defined in this Agreement. The Non-Compete / Confidentiality Period for this Agreement shall be five (5) years after termination of the Disclosure Period.

1.4 “Discloser” means the Party or Parties that disclose(s) Confidential Information to the other Party(ies) under this Agreement.

1.5 “Disclosure Period” is the time period during which any disclosure of Confidential Information binds the Parties under the terms of this Agreement. The Disclosure Period for this Agreement shall begin on the Effective Date and shall automatically terminate three (3) years after the Effective Date, unless extended by written agreement of the Parties, or earlier terminated at any time by Discloser by providing thirty (30) days prior written notice to Recipient.

1.6 “Recipient” means the Party or Parties that receive(s) Confidential Information under this Agreement.

2 Form of Confidential Information. During the Disclosure Period of this Agreement, a Discloser may disclose Confidential Information to the other Party(ies). For such Confidential Information to be subject to the terms of this Agreement, it must be conspicuously marked by Discloser as “Confidential,” “Proprietary,” “Restricted,” or other similar marking. Verbal or visual disclosures shall be deemed Confidential Information from the date of the disclosure provided that: (i) it is indicated at the time of the disclosure that the information is confidential or proprietary; and (ii) within thirty (30) calendar days of the date of the disclosure, the essence of the oral or visual disclosure is reduced to writing, marked in accordance with this Section and transmitted to Recipient(s).

3 Obligation of Confidentiality and Limited Use. Each Recipient will use Confidential Information only in connection with the Business Purpose and for no other purpose. Each Recipient will prevent the disclosure and protect the confidentiality of the Confidential Information of Discloser during the Disclosure Period and Confidentiality Period by using the same means it uses to protect its own confidential information, but in any event no less than reasonable means. **A Recipient will not use Discloser’s Confidential Information for the benefit of, or disclose or transmit Discloser’s Confidential Information to, any third party without first obtaining the express written consent of Discloser.** A Recipient shall not copy, distribute or disclose this Agreement or Discloser’s Confidential Information except to those of its own and its Affiliates’ employees, officers, directors or agents (collectively, “Representatives”) who have a need to know such Confidential Information as required to accomplish the Business Purpose, provided that such Representatives are advised of and agree in writing to abide by the confidentiality obligations set forth in this Agreement or by confidentiality obligations that are substantially similar to those set forth in this Agreement. A Recipient shall not reverse engineer, disassemble or decompose any prototypes, software or other tangible objects which embody Discloser’s Confidential Information. A Recipient shall not use Confidential Information to produce marketing materials, engage in sales activities, or generate revenue without express written approval of Discloser. Compliance by Representatives with the confidentiality

and use obligations in this Agreement will remain the responsibility of each Recipient, and both a Recipient and its Representatives shall be liable for any breach of this Agreement by Representatives. Each Recipient shall take all reasonable steps to prevent or halt unauthorized use or disclosure of Confidential Information by or through itself or its Representatives. A Recipient will not make or issue, or cause to be made or issued, any announcement or statement regarding activities under this Agreement, in connection with the Business Purpose or otherwise, for dissemination to the general public or any third party without the prior written consent of Discloser.

- 4 Disclosures Required by Law. In the event a Recipient is required by a court or federal, state or local agency to disclose Confidential Information, such Recipient shall promptly notify Discloser of such order so that Discloser may seek a protective order or take any other action as it deems appropriate. In such circumstances, the Recipient shall exercise all reasonable efforts to disclose only the minimal amount of Confidential Information required to satisfy such order.
- 5 Exclusions. Confidential Information will not include any information or data if Recipient can show that such information:
 - 5.1 was or becomes generally available to the public through no breach of this Agreement by Recipient or Recipient's Representatives;
 - 5.2 was rightfully in Recipient's or Representatives' possession prior to receipt from Discloser;
 - 5.3 becomes rightfully available to Recipient or Representatives from a source other than Discloser who is free to lawfully disclose such information to Recipient or Representatives;
 - 5.4 is approved for release by written agreement of Discloser; or
 - 5.5 is independently developed by Recipient or Representatives, as evidenced by written records, without the use of Discloser's Confidential Information.

Confidential Information shall not be deemed to be in the public domain merely because any part of the Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are known or become known to the public.

- 6 No Intellectual Property Rights. It is understood by the Parties that nothing herein is intended to grant, or shall be construed as granting, to any Recipient any intellectual property rights in Discloser's Confidential Information.
- 7 No Further Obligation. Neither the receipt of Confidential Information nor discussions held in connection with the Business Purpose will prevent a Party from pursuing similar discussions or transactions with third parties, or obligate a Party to continue discussions with the other Party(ies), or to take, continue or forego any action relating to the Business Purpose, unless otherwise expressly agreed by the Parties in writing. Any proposals, estimates or forecasts provided by Discloser to

any Recipient will not constitute commitments. Nothing in this Agreement shall be construed as forming a partnership, a joint venture or any other business relationship among the Parties.

- 8 Representations and Warranties. Unless otherwise specified in a separate written agreement, the Confidential Information is provided on an “as is” basis without any express or implied representation or warranty of any kind and without any verification as to accuracy, suitability or completeness. Discloser shall not be liable to any Recipient for any indirect, incidental, special, or consequential damages, loss of revenue, cost of capital, or loss of profit or business opportunity, whether such liability arises out of contract, tort (including negligence) strict liability or otherwise.
- 9 Refusal. Nothing herein shall obligate Discloser to disclose to any Recipient any particular information that Discloser desires to withhold.
- 10 Return of Confidential Information. Confidential Information shall remain the property of Discloser. Within thirty (30) days of receipt of a request from Discloser, a Recipient will return Discloser's Confidential Information, including all copies thereof, or certify in writing to Discloser that all Confidential Information received under this Agreement, including all copies thereof, has been destroyed. The provisions of this Section shall not apply to copies of electronically exchanged Confidential Information or copies thereof which must be stored by a Recipient or its Representatives according to provisions of mandatory law or according to a Recipient's internal compliance guidelines, provided that such Confidential Information or copies thereof shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein until returned or destroyed. Nothing herein shall require the alteration, modification, deletion or destruction of computer-back-up media made in the ordinary course of business so long as such media is maintained in confidence.
- 11 Remedies. Any violation of this Agreement by a Recipient may cause irreparable harm to Discloser. The Parties agree that upon any actual or threatened violation of this Agreement by Recipient, Discloser is entitled to seek preliminary and other injunctive relief against such violation, in addition to any other rights or remedies which Discloser may have at law or in equity.
- 12 Export Restrictions. Confidential Information provided pursuant to this Agreement may be subject to U.S. government laws, regulations, orders, embargoes or other restrictions regarding export or re-export of U.S. origin technical data or other items, or derivatives of such items. Each Recipient agrees (a) to comply with all such laws or restrictions, and (b) not to export or re-export any such items received pursuant to this Agreement to a destination or end user for which applicable law, including U.S. law, requires an export license or other approval without first having obtained such license or approval. Each Party will reasonably cooperate with the other to assure compliance with this Section 12.
- 13 Notice. All notices or reports required or permitted under this Agreement shall be in writing and shall be delivered by personal delivery, facsimile transmission, a nationally recognized overnight delivery service, by certified or registered mail, return receipt requested, or by electronic mail to be confirmed in writing delivered

by one of the methods described herein, and shall be deemed given upon personal delivery, electronic confirmation of electronic mail or facsimile transmission, or signature evidencing receipt of overnight delivery or registered mail, as applicable. Notices and communications between Discloser and Recipient(s) shall be in English sent to the following addresses of the Parties or to such other addresses as the Party concerned may subsequently provide in writing the other Party(ies):

if to BqETH, LLC:

BqETH, LLC
3030 N Josephine St
Denver, CO 80205
Phone: 970-367-6881
Email: jdbertron@bqeth.com
Attn: J.D. Bertron, CEO

if to _____:

Phone: _____
Email: _____
Attn: _____

14 No Assignment: No Party shall assign or transfer its interest or obligations hereunder without the written consent of the other Party(ies), except that no consent will be required for an assignment to a Party's affiliate. Any other purported assignment or transfer without such written consent shall be null and void.

15 Dispute Resolution: The Parties shall exert reasonable efforts to promptly arrive at an amicable settlement of any dispute which may arise between them out of or in connection with the Agreement. If, however, no such settlement is reached, then all disputes arising out of or in connection with this Agreement shall be resolved in United States, by a State or federal Court located in the State of California. Each Party hereby irrevocably consents to personal jurisdiction of such Court and that venue is properly laid in such Court.

16 Miscellaneous:

16.1 If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law.

16.2 The failure of a Party at any time or times to require performance by the other Party(ies) of any provision hereof shall in no manner affect its right at a

later time to enforce the same. Waiver of any breach or violation of this Agreement shall not constitute a waiver of subsequent breach or violation of the same or different kind.

16.3 This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to its conflict of law rules.

16.4 This Agreement may be signed in one or more counterparts, including facsimile or electronic portable document format (PDF) copies, each of which shall be deemed one and the same original.

16.5 This Agreement will be binding on the Parties and their successors and permitted assigns.

16.6 No Party will act or have the authority to act as an agent of any other Party for any purpose whatsoever.

16.7 This Agreement may be modified only by a written instrument executed by the Parties.

17 Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes any previous or contemporaneous agreements, understandings or communications, whether written or oral, relating to such subject matter.

The Parties have duly executed and delivered this Agreement by their duly authorized representatives on the respective dates set forth below.

By:

Name:

Title:

Date:

BqETH, LLC

By: J.D. Bertron

Name: J.D. Bertron

Title: CEO

Date: _____

