

# NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

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## Pathstones Capital LLC – Investor Confidentiality Agreement

This Non-Disclosure and Confidentiality Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_ (the “Effective Date”), by and between Pathstones Capital LLC, a Wyoming limited liability company (“Company”), and \_\_\_\_\_ (“Investor”) (collectively, the “Parties”).

WHEREAS, Investor has invested or is evaluating an investment in the Company’s raw land investment portfolio;

WHEREAS, the Company will provide Investor with certain non-public, proprietary, and confidential business information;

NOW, THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the Parties agree as follows:

### 1. Definition of Confidential Information

“Confidential Information” means any non-public information disclosed by the Company to Investor, whether oral, written, electronic, or visual, including but not limited to:

- Acquisition Strategy: Target counties, market criteria, property sourcing methods
- Pricing Models: Offer formulas, profit projections, and margin strategies
- Market Intelligence: County-specific insights, competitive analysis
- Deal Pipeline: Properties under contract, acquisition timing, disposition schedules
- Financial Data: Revenue, cost structures, margins, and performance metrics
- Operations: Workflow processes, due diligence protocols, CRM systems
- Portfolio Information: Specific properties, payment structures, buyer demographics
- Relationships: Vendors, contractors, advisors, marketing partners
- Technology: Software tools, lead generation systems, proprietary databases
- Strategic Planning: Expansion markets, growth models, and business development plans

### 2. Confidentiality Obligations

Investor agrees to:

- (a) Maintain the confidentiality of all Confidential Information using no less than reasonable care;

- (b) Use Confidential Information solely for evaluating and monitoring an investment in the Company;
- (c) Not disclose Confidential Information to any third party without prior written consent, except to attorneys, accountants, and family members who have a legitimate need to know and agree to be bound by confidentiality obligations;
- (d) Take reasonable steps to prevent unauthorized use, dissemination, or disclosure.

### **3. Restrictions on Disclosure and Use**

Investor agrees not to, without express written authorization:

- Disclose or discuss the Company's acquisition markets, pricing strategy, or pipeline;
- Share financial performance data or business methods;
- Reveal specific property details, operational processes, or internal systems;
- Use Confidential Information to compete with or replicate the Company's business;
- Contact, solicit, or interfere with any Company clients, sellers, buyers, vendors, or partners.

### **4. Non-Compete and Non-Circumvention**

Investor agrees:

- (a) Non-Compete: During the term of this Agreement, and for a period of two (2) years thereafter, Investor shall not directly or indirectly engage in raw land acquisition, owner-financing, or resale in the specific counties and markets currently or prospectively targeted by the Company.
- (b) Non-Circumvention: Investor shall not contact or attempt to transact with any sellers, buyers, vendors, or contractors introduced by the Company except through the Company or with the Company's prior written approval.
- (c) Non-Interference: Investor shall not solicit, induce, or attempt to divert any business relationship or opportunity from the Company.

### **5. Exclusions from Confidentiality**

Confidential Information does not include information that:

- Is or becomes public through no breach of this Agreement;
- Was known to Investor prior to disclosure, without breach of any obligation;
- Is independently developed by Investor without reference to the Company's information;
- Is required to be disclosed by law or court order, provided Investor gives prompt notice and cooperates with efforts to limit such disclosure.

### **6. Return or Destruction of Materials**

Upon written request by the Company or termination of the investment relationship, Investor shall promptly return or destroy all Confidential Information and any copies thereof in any form.

## 7. Remedies

Investor acknowledges that any breach of this Agreement will cause irreparable harm to the Company for which monetary damages may be inadequate. The Company shall be entitled to:

- Immediate injunctive relief without the necessity of posting bond;
- Recovery of damages, including disgorgement of profits;
- Reimbursement of attorney's fees and court costs;
- Any other legal or equitable remedies available.

## 8. Term

This Agreement shall remain in effect for five (5) years from the Effective Date, or two (2) years after termination of the Investor's relationship with the Company, whichever is longer.

## 9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to conflict-of-law principles.

## 10. Dispute Resolution

Any dispute arising under this Agreement shall be resolved by binding arbitration in Laramie County, Wyoming, under the rules of the American Arbitration Association. Each party shall bear its own costs unless otherwise determined by the arbitrator.

## 11. Miscellaneous

- (a) Entire Agreement: This document constitutes the entire agreement between the Parties regarding confidentiality.
- (b) Amendments: Any modification must be in writing and signed by both Parties.
- (c) Severability: If any provision is found invalid, the remainder shall remain enforceable.
- (d) Assignment: Investor may not assign this Agreement without prior written consent.

SIGNATURES:

PATHSTONES CAPITAL LLC

By: \_\_\_\_\_

Name: Stacy Olinger

Title: Managing Member

Date: \_\_\_\_\_

INVESTOR

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Optional: Witness or Notary  
(Include if required by jurisdiction)