

**NONDISCLOSURE AGREEMENT OF  
THE BERENDA OPPORTUNITY FUND, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY, AND  
H-ATS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**

**THIS NONDISCLOSURE AGREEMENT** ("Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") by and between THE BERENDA OPPORTUNITY FUND, LLC, a California limited liability company, with a principal place of business at 18252 Avenue 20, Madera, California 93637 ("BERENDA"), H-ATS LLC, a California limited liability company, with a principal place of business at 18252 Avenue 20, Madera, California 93637 ("H-ATS"), and \_\_\_\_\_ ("Potential Investor"), regarding the following facts:

**A.** To assist Potential Investor in determining whether to invest in BERENDA, which investments will then be directed into H-ATS, Potential Investor wishes to receive information that BERENDA and H-ATS (as the target investment of BERENDA) desires to keep confidential relating to BERENDA's, or H-ATS, including each entity's business plans, financial matters, and products and/or services currently under development; and

**B.** To permit Potential Investor to make such a determination, BERENDA and H-ATS desire to disclose certain confidential information of BERENDA and H-ATS to Potential Investor.

**NOW, THEREFORE**, in consideration of the above recitals, the covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

1. Potential Investor's Obligations. Potential Investor agrees for the Nondisclosure Period (defined below) (i) to hold all of the Confidential Information of BERENDA and H-ATS in strict confidence, (ii) not to make use of any Confidential Information of BERENDA and H-ATS in any manner other than for purposes of evaluating a potential investment in BERENDA, including, but not limited to, not using any Confidential Information to design, develop or produce products or services, and (iii) not to copy the Confidential Information of BERENDA or H-ATS, in each instance without the prior written consent of BERENDA or H-ATS. As used in this Agreement, "Confidential Information" means and includes all information, whether verbal or written, disclosed by BERENDA or H-ATS to Potential Investor and relating to BERENDA's or H-ATS' business plans, strategies, financial information, research and development and marketing, including, without limitation, trade secrets, software, product design information, client, customer, vendor and potential investor lists, prices and pricing policies not otherwise published, research and development materials, prototypes, business plans, new products and services under development, and marketing, business and Internet strategies. Confidential Information does not include information which is (a) known by Potential Investor at the time of receipt from BERENDA or H-ATS, (b) approved in writing for release from this provision by BERENDA or H-ATS, (c) now or which hereafter becomes part of the public domain through no action or omission of Potential Investor, (d) independently developed by Potential Investor without the use of Confidential Information, and/or (e) acquired by Potential Investor from a third party without restriction on use or disclosure and without breach by such third party of an obligation of confidentiality. The "Nondisclosure Period" shall be begin on the Effective Date and continue for a period of five (5) years.

2. For Investment Purposes Only. Potential Investor acknowledges and agrees that this Agreement is made for the purposes of considering an investment in BERENDA only, with investments then made into

H-ATS, and nothing herein shall be construed in any way as an offer, an attempted offer, or a solicitation for the sale of any product or service which has been or may be developed by BERENDA or H-ATS.

3. Actions Not Required. Potential Investor understands that nothing herein (a) requires the disclosure of any Confidential Information of BERENDA or H-ATS, which shall be disclosed, if at all, solely at the option of BERENDA or H-ATS or (b) requires BERENDA or H-ATS or Potential Investor to proceed with any proposed transaction or relationship about which Confidential Information of BERENDA or H-ATS may be disclosed.

4. Property Rights. BERENDA and H-ATS retains all their intellectual property rights in and to their Confidential Information. Immediately upon a written request by BERENDA or H-ATS at any time, Potential Investor will turn over to BERENDA or H-ATS all Confidential Information of BERENDA or H-ATS and all documents or media containing any Confidential Information of BERENDA or H-ATS and all copies or extracts thereof.

5. No License Granted. Neither the execution and delivery of this Agreement nor the furnishing of any Confidential Information of BERENDA or H-ATS by BERENDA or H-ATS shall be construed as granting to Potential Investor either expressly, by implication, estoppel or otherwise, any license under any invention, patent, trademark, or copyright now or hereafter owned or controlled by BERENDA or H-ATS.

6. No Adequate Remedy At Law. Potential Investor acknowledges and agrees that due to the unique nature of the Confidential Information of BERENDA and H-ATS, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow Potential Investor or third parties to unfairly compete with BERENDA or H-ATS resulting in irreparable harm to BERENDA or H-ATS, and, therefore, that upon any such breach or any threat thereof, BERENDA or H-ATS shall be entitled to seek (a) specific performance and other injunctive relief without the necessity of posting a bond, in addition to whatever remedies either may have at law, and (b) indemnification by Potential Investor from any loss or harm, including, without limitation, attorneys' fees and costs, in connection with any breach or enforcement of Potential Investor's obligations hereunder or the unauthorized use or release of any such Confidential Information of BERENDA or H-ATS. Potential Investor shall notify BERENDA or H-ATS in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware.

7. Governing Law. This Agreement shall be governed in all respects by the laws of the State of California without regard to the conflict of law provisions of such state. This Agreement shall be binding upon the successors and assigns of the respective parties.

8. Disclosure Under Court Order. Potential Investor may make disclosures required by court order if Potential Investor (a) uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and (b) promptly provides notice to BERENDA of and allows BERENDA to participate in the proceeding.

9. Notice. All notices or requests required or contemplated by this Agreement shall be in writing and (a) if from BERENDA or H-ATS to Potential Investor, shall be hand-delivered or sent by certified or registered U.S. first-class mail, postage pre-paid, to \_\_\_\_\_ or such other address as Potential Investor shall specify in written notice to BERENDA or H-ATS, or (b) if from Potential Investor to BERENDA or H-ATS, shall be hand-delivered or mailed to 18252 Avenue 20, Madera, California 93637, or such other address as BERENDA or H-ATS shall specify in written notice to Potential Investor. Requests or notices given by personal delivery shall be deemed given and received

at the time of delivery, and requests or notices given by mail shall be deemed given and received the earlier of three days from the date of mailing or upon receipt.

10. General Provisions. If any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement supersedes all prior discussions and writings, and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. Accordingly, no course of conduct shall constitute an amendment or modification of this Agreement. No waiver of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each party and no failure or delay in enforcing any right will be deemed a waiver. All waivers shall be strictly construed.

IN WITNESS WHEREOF, the parties hereto have executed and have caused this Agreement to be executed and delivered as of the Effective Date.

**BERENDA**

THE BERENDA OPPORTUNITY FUND, LLC  
A California limited liability company

By: \_\_\_\_\_  
William B. Pitman on behalf of Benton Enterprises, LLC  
Its: Manager

**H-ATS**

H-ATS, LLC  
A California limited liability company

By: \_\_\_\_\_  
William B. Pitman on behalf of Benton Enterprises, LLC  
Its: Manager

**POTENTIAL INVESTOR**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

