
**NON-CIRCUMVENTION, NON-DISCLOSURE, NON-SOLICITATION AND
CONFIDENTIALITY AGREEMENT**

THIS NON-CIRCUMVENTION, NON-DISCLOSURE, NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT (the “*Agreement*”), executed to be effective as of August 17, 2022 (the “*Effective Date*”), is made and entered into by and between J2 Bookkeeping LLC, a Texas limited liability company, whose address or principal place of business is 513 Creekside Cir., New Braunfels, TX 78130-6193 (“*Service Provider*”) and Robert Godines, individually and on behalf of various business entities defined in the attached **Exhibit A** (“*Affiliated Entities*”) (collectively, “*Client*”). The Service Provider and the Client may each be referred to herein as a “*Party*” and collectively referred to herein as the “*Parties*.”

RECITALS

WHEREAS Service Provider is in the business of providing bookkeeping and other related services (“*Services*”); and

WHEREAS Client owns and operates multiple businesses which would benefit from the provision of Services; and

WHEREAS Client is seeking to explore potential engagement of Service Provider to perform Services for Client; and

WHEREAS in order to discuss and agree as to the scope and terms of such engagement, Service Provider will first need to review certain confidential financial or other sensitive documents, records and information belonging or otherwise pertaining to Client; and

WHEREAS the Parties desire that Client’s disclosure and Service Provider’s possession and review of such Confidential Materials be conducted and protected pursuant to separate, express terms of confidentiality, separate from and regardless of any other contract or agreement subsequently executed, if at all, between the Parties;

NOW, THEREFORE, in consideration of the promises and of the covenants and agreements herein set forth, the Parties hereby mutually agree as follows:

AGREEMENT

1. **Term.** This Agreement is effective for a minimum period of two (2) years from the Effective Date and for a period of two (2) years after each exchange or disclosure of Confidential Materials, whichever occurs later in time (“*Initial Term*”). Upon expiration of the Initial Term, this Agreement shall automatically renew for a period of one (1) year (“*Renewal Term*”) until and unless the Agreement is mutually terminated pursuant to the Parties’ signed written notice consenting to same. The provisions of this Agreement shall survive unilateral termination during the Term of this Agreement, unless the Parties mutually agree in writing to terminate the

obligations of the Parties or either Party hereunder. For the purpose of this Agreement, the “*Term*” shall refer to and include the Initial Term and any subsequent Renewal Term thereafter. Upon execution of this Agreement for the entirety of its Term, a Party’s obligations to perform pursuant to this Agreement shall be equally enforceable as against any such Party’s employees, agent, successors and/or assigns.

2. **Confidential Materials.** From time to time during the term of this Agreement, Service Provider may learn from Client or from Client’s principals, certain confidential information and materials (“*Confidential Materials*”) which shall include but is not limited to the following: Confidential Information (as described herein), all information, trade secrets, know-how, processes, marketing and business plans, financial data and records, income tax returns filings and other tax-related documents, financial statements, profit and loss statements, cash flow records, budgets, balance sheets, sales records, reports, report forms, customer files, customer data, customer lists, potential customer lists, lead lists, market data, marketing processes, any data or information relating to the present or future businesses of Client, proprietary information, designs, ideas, concepts, improvements, product developments, discoveries, inventions, whether patentable or not, that are conceived, made, developed or acquired by Client, individually or in conjunction with others, or that are disclosed to Service Provider by the Client during the Term of this Agreement (whether during business hours or otherwise and whether on the Client’s premises, on the Service Provider’s premises or otherwise) that relate to the Client’s businesses, corporate opportunities, product specification, compositions, manufacturing and distribution methods and processes, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or their requirements, the identity of key contacts within the customer’s organizations or within the organization of acquisition prospects, or production, marketing and merchandising techniques, prospective names and marks) and all writings or materials of any type embodying any of such information, ideas, concepts, improvements, discoveries, inventions, and other similar forms of expression.

3. **Contacts Deemed Exclusive and Valuable.** From time to time during the term of this Agreement, Service Provider may learn from Client or from Client’s principals, the names, telephone numbers, email addresses, and other contact information (the “*Confidential Information*”) of Client’s employees, clients, borrowers, investors, agents, brokers, lenders, vendors, banks, manufacturers, consultants, service providers, trusts, buyers and/or sellers (the “*Contacts*”). Service Provider acknowledges and agrees that Client’s disclosure of the Contacts to Service Provider is deemed to be valuable and sufficient consideration under this Agreement, and the Parties hereby agree that the Contacts shall be and remain the exclusive and valuable contacts of Client during the term of this Agreement and any renewal or extension thereof.

4. **Obligation of Confidentiality.** Service Provider shall keep strictly confidential all Confidential Materials introduced or revealed to Service Provider by Client during the Term of this Agreement. Service Provider shall not disclose or communicate Confidential Materials to any third party, except as herein provided, and shall protect such information against unauthorized disclosure by implementing reasonable means, including but not limited to at least the same minimal level of security that Service Provider uses for its most crucial proprietary and trade secret

information. Service Provider shall reasonably protect the Client with not less than the same degree of care exercised by its own personnel to protect its own, or publication of its own, most valuable confidential and proprietary information.

5. **Obligation of Non-Competition.** The non-competition provisions of this Agreement are an essential and material part of the total agreement, by which Service Provider agrees it shall not use any advantages derivable from such Confidential Materials in its own business or affairs, unless the same is done pursuant to a new agreement executed by all signatories to this Agreement.

6. **Non-Circumvention; Non-Solicitation.** Service Provider hereby agrees for itself, its officers, directors, agents, associates, and any related parties, that it will not, directly or indirectly, market to, compete for, contact, deal with, negotiate, or conduct business with the Contacts during the term of this Agreement or any renewal or extension thereof without the express written consent of Client.

7. **Remedies for Service Provider's Breach.** Service Provider acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement, and the Client shall be entitled to enforce the provisions of this Agreement by specific performance and injunctive relief as remedies for such breach, anticipated breach, or any threatened breach. The Parties agree such remedies shall not be deemed the exclusive remedies for a breach of this Agreement but shall be in addition to all remedies available at law or in equity, including the recovery of damages from Service Provider and/or Service Provider's agents, employees, successors and/or assigns.

8. **Party Warranties.** By executing this Agreement, each undersigned individual affirms and warrant that it has express, actual and legal authority and/or consent to execute the Agreement on behalf of any individual or entity identified therein and in so doing, fully bind such individual or entity to the terms of this Agreement.

9. **Attorney's Fees.** If any action at law or in equity is brought by the Client to enforce or interpret the terms of this Agreement, the Client shall be entitled to recover from Service Provider, all reasonable and necessary attorney's fees and court costs which Client incurred as a result of such action.

10. **Choice of Law; Venue.** This Agreement shall be governed, construed, and enforced in accordance with and subject to the laws of the State of Texas, without regard for its conflicts of law provisions. Venue shall lie exclusively in the district courts of Harris County, Texas. If any provision of this Agreement is found to be void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect.

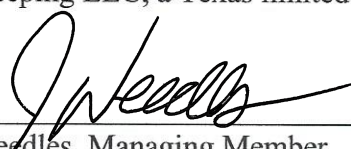
11. **Entire Agreement.** This Agreement, combined with all additional exhibits and addendums attached hereto, contains the entire understanding between the Parties, and any waiver, amendment, or modification to this Agreement is subject to the above conditions and must be made in a writing signed by the Parties and attached to this Agreement.

If you are in agreement with the terms set forth in this Non-Circumvention, Non-Disclosure, Non-Solicitation and Confidentiality Agreement, please execute below in the space provided and return it to Assignor/Buyer at the address specified below.

IN WITNESS WHEREOF, this Non-Circumvention, Non-Disclosure, Non-Solicitation and Confidentiality Agreement has been fully executed to be effective as of August 17 2022.


SERVICE PROVIDER

J2 Bookkeeping LLC, a Texas limited liability company

By: 

Jimmie Needles, Managing Member
513 Creekside Cir.
New Braunfels, Texas 78130

CLIENT

By: 

Robert A. Godines, individually and as Authorized Agent
and Attorney-in-Fact on behalf of the Affiliated Entities¹

¹ Per attached Exhibit A.

EXHIBIT A

AFFILIATED ENTITIES

As used in the Non-Circumvention, Non-Disclosure, Non-Solicitation and Confidentiality Agreement executed to be effective as of August 17, 2022 (the “*Agreement*”) and to which this Exhibit A is attached, the term “*Affiliated Entities*” shall refer to and include the following individuals and entities:

1. Robert A. Godines, an individual
2. Araceli Godines, an individual
3. Araceli Productions, Inc., a Texas corporation
4. Artistry Styles, LLC d/b/a Matador Men’s Grooming, a Texas limited liability company
5. Sylver Magnolia, LLC d/b/a Matador Men’s Grooming, a Texas limited liability company
6. Toltec Developments, LLC, a Texas limited liability company
7. Magnolia Bryce Wealth Management, LLC, a Texas limited liability company
8. Magnolia Bryce Wealth Management Fund, L.P., a Texas limited partnership
9. Magnolia Bryce Wealth Management Retirement Fund, L.P., a Texas limited partnership
10. Huisache Apartment, LLC, a Texas limited liability company
11. Leaf & Barrel, LLC, a Texas limited liability company
12. NorSurAm USA, LLC, an Oklahoma limited liability company
13. Matador Barbershop, LLC, a Texas limited liability company
14. Gitana Production, LLC, a Texas limited liability company
15. NG Rewards LLC, a Texas limited liability company

In addition to the specific individuals and entities named above, the term “*Affiliated Entities*” as used in the Agreement shall also include and refer to any foreign or domestic business or corporate entity in which any of individual or entity named above currently holds as of the Effective Date, or subsequently acquires during the Term of the Agreement, an ownership interest.