

MUTUAL NON-DISCLOSURE AGREEMENT (NDA)

This **Mutual Non-Disclosure Agreement** ("Agreement") is entered into as of the ____ day of _____, 20__, by and between:

SOL CARIBE GROUP LLC, a limited liability company organized under the laws of the State of Texas, United States, hereinafter referred to as "**SOL CARIBE GROUP LLC**",

and _____, with its principal address at _____, hereinafter referred to as "**the Other Party.**"

SOL CARIBE GROUP LLC and the Other Party may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

1. PURPOSE

The Parties may exchange confidential information for the purpose of evaluating potential business opportunities, investments, financing transactions, mergers and acquisitions, business sales, strategic partnerships, consulting services, or other commercial relationships.

2. CONFIDENTIAL INFORMATION

"Confidential Information" includes any financial, commercial, technical, legal, strategic, or other proprietary information disclosed by either Party, whether oral, written, electronic, or in any other form, including but not limited to business plans, financial statements, contracts, customer information, investor information, databases, intellectual property, projects, and any information identified as confidential.

3. OBLIGATIONS

Each Party agrees to:

- Maintain all Confidential Information in strict confidence.
- Use the Confidential Information solely for evaluating the proposed business relationship.

- Not disclose Confidential Information to any third party without the prior written consent of the disclosing Party.
 - Exercise reasonable care to protect the Confidential Information.
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4. EXCEPTIONS

The confidentiality obligations shall not apply to information that:

- Is or becomes publicly available through no breach of this Agreement.
 - Was lawfully known by the receiving Party prior to disclosure.
 - Is lawfully obtained from a third party.
 - Must be disclosed pursuant to applicable law, regulation, or court order.
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5. NON-CIRCUMVENTION

The Parties agree not to bypass, circumvent, or exclude one another by directly contacting or conducting business with any clients, investors, strategic partners, financing sources, or business contacts introduced by the other Party, during the term of this Agreement and for a period of **twenty-four (24) months** following its termination.

6. OWNERSHIP OF INFORMATION

All Confidential Information shall remain the exclusive property of the disclosing Party. Nothing contained in this Agreement grants any ownership rights, licenses, equity interests, or creates any obligation to enter into an investment, financing, acquisition, or other business transaction.

7. TERM

This Agreement shall remain in effect for **twenty-four (24) months** from the date of execution. The confidentiality obligations shall survive the expiration or termination of this Agreement.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **State of Texas, United States**, and the Parties submit to the exclusive jurisdiction of the state and federal courts located in Texas.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding confidentiality and supersedes all prior oral or written agreements relating to its subject matter. Any amendment or modification must be made in writing and signed by both Parties.

SIGNATURES

SOL CARIBE GROUP LLC

Name: Leidel M. Montoto

Title: CEO

Signature:



Date:

THE OTHER PARTY

Name:

Company:

Title:

Signature:

Date: