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NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "**Agreement**") dated as of the 25 day of March, 2024 (the "**Effective Date**"), is made by and between Pinpoint Communications, Inc. ("**Pinpoint**"), a Nebraska corporation, and AMG TECHNOLOGY INVESTMENT GROUP, LLC ("**AMG**"), a Texas Limited Liability Company. Pinpoint and AMG are also referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, in connection with the consideration of possible transactions between the Parties, Pinpoint and AMG may be providing the other with certain sensitive and proprietary information relevant to purchase, sale, marketing, design, provision and installation of telecommunications networks and services (the "**Project**"); and

WHEREAS, as a condition to furnishing such information, each Party requires that such information receive confidential treatment in accordance with the provisions of this Agreement.

NOW, THEREFORE, in reliance upon and in consideration of the following undertakings, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Confidentiality.** For purposes of this Agreement, "**Confidential Information**" means, with respect to either Party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the present or potential business, operation or financial condition of or relating to the disclosing party (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the receiving party in violation of this Agreement); (ii) is lawfully acquired by the receiving party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the receiving party prior to its disclosure under this Agreement; (iv) was or is independently developed by the receiving party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case the Party so required shall give the other Party prompt written notice and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable such other Party to seek a protective order or other appropriate remedy at such other Party's sole costs. This Agreement and the fact the Parties are discussing the Project is deemed to be Confidential Information.

2. **Use.** The Parties agree and undertake that they shall not, without first obtaining the written consent of the other, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information, except both Parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the Project, provided that such persons have been informed of, and are bound by obligations as strict as the recipient's obligations hereunder. Each Party agrees to use the Confidential Information received from the other Party only for the purpose of the Project, or the evaluation thereof. No other rights or licenses to trademarks, inventions, copyrights, patents, or any other intellectual property are implied or granted under this Agreement or by the conveying of the Confidential Information between the Parties. As used in this Agreement, "Affiliate" shall mean a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this definition, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%).

3. **Copying.** The Confidential Information supplied by any Party shall not be reproduced in any form except as required to accomplish the intent of this Agreement.

4. **Care.** The receiving Party shall provide the same care to avoid disclosure or unauthorized use of the Confidential Information as it provides to protect its own similar proprietary information, which care in no event shall be less than that which is commercially reasonable. It is agreed that the Confidential Information may only be disclosed by the receiving Party to its, or its Affiliates', employees, officers, directors, agents or subcontractors who need to know such information for purposes of this Agreement. The receiving Party agrees that each such employees, officers, directors, agents or subcontractors shall be informed by instruction, agreement or other appropriate manner that the Confidential Information is the proprietary, confidential and trade secret information of the disclosing Party and may not be disclosed to third parties.

5. Ownership. All Confidential Information, unless otherwise specified in writing, shall be and remain the property of the disclosing Party.

6. Relief. The Parties acknowledge and agree that the Confidential Information is the confidential property and trade secret information of the disclosing Party and that the unauthorized use or disclosure of the Confidential Information would cause irreparable harm and significant injury for which the original disclosing Party would not have an adequate remedy at law. Therefore, the Parties agree that in the event of any violation of this Agreement, without limiting any other rights and remedies which may otherwise be available to the injured Party, an injunction may be sought against the Party who has breached or threatened to breach this Agreement.

7. Term. The obligations of the Parties with respect to Confidential Information under this Agreement shall continue in full force and effect for a period of two (2) years following the date of initial disclosure of that Confidential Information, and such obligations shall extend beyond completion of the term of this Agreement. Unless terminated earlier by written notice, this Agreement shall remain in force for two (2) years ("Term").

8. Right to Disclose. Each Party warrants that it has the right to disclose all Confidential Information which it has disclosed or may hereafter disclose to the other Party pursuant to this Agreement. Each Party agrees to indemnify and hold harmless the other from and against all claims which may be brought by a third party related to the disclosing Party's wrongful disclosure of such third party's information. Notwithstanding the above, neither Party shall be liable for indirect, incidental, consequential or punitive damages of any kind arising in connection with this Agreement. No Party makes any other representation or warranty, express or implied, with respect to any Confidential Information, or the completeness or accuracy thereof, provided the Party acts in good faith in supplying the Confidential Information.

9. Return of Confidential Information. Upon the request of the disclosing Party and, in any event, upon the termination of this Agreement, the receiving Party shall promptly return all copies of the Confidential Information, and any documents derived therefrom, to the disclosing Party, or at the latter's option, shall certify in writing that all copies of the Confidential Information, and any such other documents, have been destroyed. The receiving Party may return the Confidential Information, or any such documents, or any part thereof, to the disclosing Party at any time.

10. Disclosure. All media releases and public announcements or disclosures by any Party relating to the Project, its subject matter or the purpose of this Agreement shall be coordinated with and consented to by the other Party in writing prior to the release thereof.

11. No Further Obligations. Notwithstanding any other provision hereof to the contrary, no Party is under any obligation to engage in or continue any negotiations relating to the possible implementation of the Project. Any decision to proceed with negotiations or to consummate a Project agreement shall be in each Party's sole discretion and this Agreement creates no obligation on any Party with respect thereto. Each Party shall bear its own costs and expenses in connection with the activities contemplated by this Agreement.

12. General.

(a) This Agreement shall be governed and construed under the laws of the State of Nebraska without regard to the choice of law provisions thereof.

(b) If any individual term or provision of this Agreement is contrary to or in conflict with any requirement of applicable law, then that term or provision shall be severed herefrom and the remainder of this Agreement shall be binding on the Parties.

(c) No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any right, power or privilege hereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

(d) There are no understandings, agreements or representations, express or implied, not specified herein.

(e) This Agreement may not be amended except in writing and signed by an authorized representative of each Party and shall be binding upon all employees and agents of each Party as provided herein.

(f) Notwithstanding anything contained herein, the Parties are under no obligation to disclose to each other any information of any kind whatsoever.

(g) This Agreement shall not be assigned by either Party without the other Party's prior written consent, such consent not to be unreasonably withheld or delayed, and in no event shall either Party be relieved of any of its respective obligations hereunder. Any purported assignment in violation of the foregoing shall be null and void and not enforceable. Notwithstanding the foregoing, either Party may, upon prior written notification to the other Party, assign this Agreement to an Affiliate, or by way of merger, consolidation, or the sale of all or substantially all of its assets. This Agreement shall inure to the benefit of and be binding upon the Parties' respective permitted assigns, transferees and successors of the Parties and such companies.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date stated above.

Pinpoint Communications, Inc.

AMG Technology Investment Group

By: _____

By: *Katherine F. Akins*

Name: _____

Name: Katie Akins

Title: _____

Title: Government Program Manager

Mailing Address:

611 Patterson Street
P.O. Box 490
Cambridge, Nebraska 69022
Fax: (308) 697-3631

Mailing Address:

95 Parker Oaks Ln
Hudson Oaks, TX 76087

Fax: _____