



MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made effective and executed as of this day _____, in the month of _____, 20__ by and between Novus Acquisition & Development Corp (hereinafter "NDEV") and

hereinafter referred to as "Company") in an effort to (1) assure the protection and preservation of the confidential and/or proprietary nature of information disclosed or made available, or to be disclosed or made available, to each other in connection with certain discussions and/or negotiations with respect to the subject or subjects summarized and so stated below; and (2) to prevent circumvention by Company against NDEV related to a "Protected Party" (as defined below) which shall be disclosed to Company by NDEV subsequent to the execution of this Agreement.

Whereas the parties desire to assure the confidential status of the information which may be disclosed to each other;

Now, therefore, in reliance upon and in consideration of the following undertakings, the parties agree as follows:

1. Subject to the limitations set forth in Paragraph 2, all information disclosed to the other party shall be deemed "proprietary information." In particular, proprietary information shall be deemed to include any information, including but not limited to a marketing technique, publicity technique, public relations technique, process, algorithm, program, design, drawing, mask work, formula, or test data research, work in progress, future development, engineering, manufacturing, marketing, servicing, financing, or personal matter relating to the disclosing party, its present or future products, sales, suppliers, clients, customers, employees, investors, or business, whether in whole or in part, oral, written, graphic, or in an electronic form.

In addition that NDEV has relationships with one or more financial institutions and public companies that will in its efforts acquire a portion or all of shares of said companies as a non registered representative and that the financial partners are not to be circumvented with the contemplated transaction, or the modifications of any proposed transaction.

2. The term "proprietary information" shall not be deemed to include any information which (i) is now, or hereafter becomes, through no act or failure to act on the part of receiving party, generally known or available information; (ii) is known by the receiving party at the time of receiving such information as evidenced by its records; (iii) is hereafter furnished to the receiving party by a third party, as a matter of right and without restriction on non-disclosure; (iv) is independently developed by the receiving party without reference to the information disclosed hereunder; or (v) is the subject of a written permission to disclose provided by the disclosing party.

Notwithstanding any other provision of this Agreement, disclosure of proprietary information shall not be precluded if such disclosure:

- a. Is in response to a valid order of a Court or other governmental body of the United States of America, or any other political subdivision thereof;
- b. Is otherwise required by law; or
- c. Is otherwise necessary to establish rights or enforce obligations under this agreement, but only to the extent that any such disclosure is necessary.

In the event that the receiving party is requested in any proceedings before a court or any governmental body to disclose proprietary information, it shall give disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order. If in the absence of a protective order, the receiving party is nonetheless compelled to disclose proprietary information, the receiving party may disclose such information without liability hereunder; provided however, that such party gives the disclosing party advanced written notice of the information to be disclosed



and upon the request and at the expense of the disclosing party, uses its best efforts to obtain assurances that confidential treatment will be accorded to such information.

3. Each party shall maintain trust and confidence and not disclose to any third party or use for any unauthorized purpose any proprietary information received from the other party. Each party may use such proprietary information in the extent required to accomplish the purpose of the discussions with respect to the subject. Proprietary information shall not be used for any purpose or in any manner that would constitute a violation of a valid law or regulation, including without limitation, export control law of the United States of America or Canada. No other rights or licenses to trademarks, inventions, copyrights or patents are implied or granted under this Agreement.
4. Proprietary information supplied shall not be reproduced in any form except as required to accomplish the intent of this Agreement.
5. The responsibilities of the parties are limited to using their best efforts to protect the proprietary information received with the same degree of care used to protect their own proprietary information from unauthorized use or disclosure. Both parties shall advise their employees or agents who might have access to such proprietary information of the confidential nature of said proprietary information and that by receiving such information, they are agreeing to be bound by this Agreement. No proprietary information shall be disclosed to any officer, employee, or agent of either party who does not have a need for such information for the purpose of the discussions which are the subject of this Agreement.
6. All proprietary information (including all copies thereof) shall remain the property of the disclosing party and shall be returned to the disclosing party after the party's need for such information has expired, or upon request by the disclosing party, and in any event, upon completion or termination of this Agreement. The receiving party further agrees to destroy all notes and copies thereof made by its officers and employees containing or based on any proprietary information and to cause all agents and representatives to whom or which proprietary information has been disclosed to destroy all notes and copies in their possession that contain proprietary information.
7. This Agreement shall survive any termination of the discussions which are the subject of this Agreement, and shall continue in full force and effect until such time as parties mutually agree to terminate it.
8. This Agreement shall be governed by the laws of the United States of America, and as those laws that are applied to contracts entered into and to be performed in all states. Should any revision or part of this Agreement be determined to be void, invalid, or otherwise unenforceable by any Court or tribunal of competent jurisdiction, such determination shall not effect the remaining provisions of this Agreement which shall remain in full force and effect.
9. This Agreement contains the full and final, complete and exclusive terms of the parties relating to the subject from which this Agreement was created. This Agreement shall supersede any prior agreement, whether oral or written. This Agreement may not be changed and or otherwise modified or amended except with a subsequent written instrument executed by both/all parties.
10. Each party acknowledges and agrees that in the event of any breach by either party, including without limitations, the actual or threatened disclosure of a disclosing party's proprietary information without the prior express written consent of said party, the disclosing party will suffer irreparable damage and injury such that no remedy at law will afford adequate protection against or appropriate compensation for such injury. Accordingly, each party hereby agrees that the other party shall be entitled to specific performance of a receiving party's obligations under this Agreement. As well, further injunctive relief may be sought, and granted by a Court of competent jurisdiction.
11. Non-Circumvention. During this Agreement, and for a period of no less than two years after its termination, if the Company engages in any financial or other business transaction with any NDEV Protected Party, then the Company shall pay NDEV, immediately upon the closing of that transaction, compensation (50% in cash and equity) equal to the amount of financial benefit gained by Company. The term "NDEV Protected Party" shall mean any person or entity that either NDEV introduced to the Company in connection with this Agreement, or a third party person or entity that has a business or other affiliation with any person or entity that NDEV introduced to the Company in connection with NDEV's services under this Agreement.



12. No Contact With Protected Party. Unless authorized by NDEV in writing, under no other circumstances, shall Company make any effort to contact an NDEV Protected Party. Any and all contact information regarding the proprietary information is being provided solely for evaluative purposes only. The evaluative nature of this information is meant solely to assist Company in deciding whether or not they wish to execute a compensatory arrangement with NDEV with respect to a potential business dealing with the NDEV Protected Party.

Signature Page:

Agreed to:

Gary F. Labrozzi CEO

Company Name: Novus Acquisition & Development Corp

Company Address: 13020 SW 92 Ave #A310 Miami FL 33176

Title: Frank Labrozzi CEO

Signature: _____

Date: _____

Company Name: _____

Company Address: _____

Phone Number(s) _____

Print Name and Title: _____

Signature: _____

Date: _____