

# Mutual Non-Disclosure, Limited Use, and Non-Bypass Agreement

## 1. Purpose

Michael Hoffman, Principal · June 2026

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*Draft for counsel review. Not legal advice.*

**Effective Date:** \_\_\_\_\_

This Mutual Non-Disclosure, Limited Use, and Non-Bypass Agreement is entered into by and between:

**North Star Group, Inc.**, an Alabama corporation, with an address at 19901 Quail Circle, Fairhope, Alabama 36532 ("NSG"); and

\_\_\_\_\_, a \_\_\_\_\_ company, with an address at \_\_\_\_\_ ("Company").

NSG and Company may be referred to individually as a "Party" and together as the "Parties."

The Parties wish to discuss possible business, data, technology, dispatch, carrier, logistics, industrial outdoor storage, truck parking, trailer staging, land-origination, customer-introduction, development, operating, or strategic relationships.

These discussions may include NSG's logistics-land program, iVerify reports, carrier-demand analysis, site-screening methods, broker and civil-review workflows, business plans, pro formas, investor materials, operating concepts, software ideas, market data, and related work product.

The purpose of this Agreement is to allow the Parties to discuss possible business cooperation while protecting each Party's confidential information, methods, relationships, and work product.

## 2. Confidential Information

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"Confidential Information" means non-public information disclosed by one Party to the other, directly or indirectly, whether oral, written, electronic, visual, or in any other form, whether or not marked confidential.

Confidential Information includes, without limitation:

- business plans;
- budgets;
- pro formas;
- financial models;
- customer, carrier, investor, broker, landowner, vendor, or partner information;
- software, workflows, databases, screens, reports, and data structures;

- iVerify reports and site-screening methods;
- carrier-demand analysis;
- parcel, site, corridor, or land-control strategy;
- pricing, fee structures, deal terms, and investor structures;
- operating methods for truck parking, trailer staging, drop yards, fleet yards, or industrial outdoor storage;
- market research, call notes, lead lists, and relationship maps;
- concepts, methods, trade secrets, and work product developed by either Party.

Confidential Information also includes the fact that the Parties are discussing the Purpose, unless that fact is already public or the Parties agree otherwise in writing.

### **3. NSG Method and Work Product**

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NSG has developed and is developing methods, workflows, data combinations, screening logic, report structures, business processes, and operating concepts for identifying logistics-land opportunities and converting them into broker review, civil review, carrier-demand testing, land control, operating income, investment opportunities, and possible sale, lease, joint venture, or development transactions.

These methods and work product include, without limitation:

- corridor screening;
- parcel-level site screening;
- carrier-demand analysis;
- freight-demand analysis;
- broker packet structure;
- civil rough-order review structure;
- land-control workflow;
- low-cost yard launch model;
- owner-direct and componentized procurement logic;
- report formats;
- iVerify data organization;
- the process for moving from market intelligence to controlled logistics land.

These items are referred to as the "NSG Method."

Company may use the NSG Method only for evaluating or carrying out a relationship with NSG. Company may not copy, reverse engineer, reuse, commercialize, fund, build, assist, or participate in a competing system, site-origination program, logistics-land program, truck-parking program, IOS platform, or related business using the NSG Method without NSG's prior written consent.

This obligation continues for as long as the NSG Method remains confidential, proprietary, or protected as a trade secret under applicable law.

## 4. Use Limitation

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Each Receiving Party may use the Disclosing Party's Confidential Information only for the Purpose.

A Receiving Party may not use Confidential Information:

- to compete with the Disclosing Party;
- to bypass the Disclosing Party;
- to solicit, approach, or pursue a protected relationship identified through the Disclosing Party, except through or with the written approval of the Disclosing Party;
- to develop a competing business, platform, product, report, data system, site-screening method, land-origination method, or transaction;
- to assist any third party in doing any of the above.

## 5. Representatives and Internal Sharing

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A Receiving Party may share Confidential Information only with its officers, employees, managers, members, advisors, attorneys, accountants, consultants, contractors, affiliates, and representatives who have a genuine need to know for the Purpose.

The Receiving Party is responsible for any breach by its representatives, affiliates, employees, contractors, subcontractors, or advisors.

Because Company may operate through multiple employees, contractors, departments, affiliates, or offshore teams, Company agrees to limit access to NSG Confidential Information to the smallest practical group needed for the Purpose.

Company may not place NSG Confidential Information into public tools, shared training systems, general AI model training, public databases, or company-wide knowledge systems without NSG's prior written consent.

## 6. Sharing with Third Parties

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Company may not forward, publish, post, upload, distribute, or disclose NSG Confidential Information to any third party without NSG's prior written consent.

Company may make general business introductions or share a short introductory description of NSG only if NSG approves the material or provides the material for that purpose.

More detailed NSG Confidential Information — including non-public site lists, parcel strategy, carrier-demand analysis, pro formas, budgets, investor materials, software methods, broker packets, pricing, or deal terms — may be disclosed to a third party only if:

1. the third party signs a confidentiality and non-bypass agreement approved by NSG;
2. the third party signs a joinder to this Agreement;
3. NSG sends the information directly; or
4. NSG approves the disclosure in writing.

## **7. Protected Introductions**

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If Company introduces NSG to an investor, capital source, carrier, broker, landowner, developer, operator, customer, vendor, lender, contractor, strategic partner, or other party in connection with the Purpose, the introduction should be documented in writing.

A written introduction record may include an email, text message, meeting invitation, introduction log, memorandum, or other written record showing:

- introduced party;
- date of introduction;
- introducing person;
- general purpose of introduction.

The Parties may later agree in a separate written agreement whether any compensation, referral fee, consulting fee, success fee, equity interest, or other consideration applies to a documented introduction.

This Agreement itself does not create any payment obligation.

## **8. No Circumvention / No Bypass**

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For a period of twenty-four months after a protected introduction or disclosure of a specific non-public opportunity, the Receiving Party may not knowingly bypass the Disclosing Party to pursue that specific opportunity, relationship, site, investor, carrier, customer, vendor, broker, landowner, or transaction using the Disclosing Party's Confidential Information.

This section does not prevent either Party from conducting its ordinary business with parties it already knew or already had a documented relationship with before disclosure, so long as the Party does not use the other Party's Confidential Information to pursue the opportunity.

## **9. No License or Ownership Transfer**

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All Confidential Information remains the property of the Disclosing Party.

The NSG Method remains the property of NSG.

No disclosure grants any license, ownership right, assignment, or other right in any patent, copyright, trademark, trade secret, software, database, report, method, business process, model, work product, or other intellectual property, except the limited right to use the information for the Purpose as allowed by this Agreement.

## **10. No Compensation; No Securities Authority**

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This Agreement protects confidentiality, limited use, work product, and protected relationships.

It does not set any fee, commission, referral fee, consulting fee, success fee, equity interest, ownership interest, employment relationship, agency relationship, broker relationship, investment advisory relationship, or other compensation.

Any compensation must be set in a separate written agreement reviewed by counsel.

No Party is authorized by this Agreement to sell securities, negotiate investment terms, bind another Party, hold investor funds, make investment recommendations, act as a broker-dealer, act as an investment adviser, or represent another Party in a securities transaction.

Nothing in this Agreement is an offer to sell or a solicitation to buy any security.

## **11. Standard Exclusions**

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Confidential Information does not include information that the Receiving Party can prove:

1. was publicly available through no breach of this Agreement;
2. was already known to the Receiving Party before disclosure;
3. was received lawfully from a third party without a duty of confidentiality;
4. was independently developed without use of the Disclosing Party's Confidential Information;
5. must be disclosed by law, court order, or governmental process, provided that the Receiving Party gives prompt notice when legally permitted.

## **12. Return or Destruction**

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Upon written request, the Receiving Party will return or destroy the Disclosing Party's Confidential Information and copies in its possession or control.

The Receiving Party may keep one archival copy solely for legal compliance, dispute resolution, or internal recordkeeping, but that copy remains subject to this Agreement.

## **13. Term**

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This Agreement begins on the Effective Date.

The confidentiality obligations continue for three years after the last disclosure of Confidential Information.

Trade secret, NSG Method, no-license, and ownership obligations continue for as long as the relevant information remains confidential, proprietary, or legally protected.

The non-bypass obligation for a documented protected introduction or specific non-public opportunity continues for twenty-four months from the date of the introduction or disclosure.

## 14. No Obligation to Proceed

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Nothing in this Agreement requires either Party to proceed with any transaction, make any investment, provide funding, enter a contract, make introductions, disclose information, or continue discussions.

Either Party may stop discussions at any time.

## 15. Equitable Relief

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The Parties agree that unauthorized use or disclosure of Confidential Information, the NSG Method, or protected relationships may cause harm that money damages alone may not fully remedy.

The injured Party may seek injunctive or equitable relief, in addition to any other available remedies.

## 16. Governing Law and Venue

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This Agreement is governed by the laws of the State of Alabama, without regard to conflict-of-law rules.

The Parties consent to jurisdiction and venue in the state and federal courts serving Baldwin County, Alabama, unless the Parties agree in writing to another forum.

For any cross-border enforcement issue, the Parties may agree in final documents to add arbitration or another dispute-resolution mechanism recommended by counsel.

## 17. Entire Agreement; Amendments

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This Agreement is the entire agreement between the Parties regarding confidentiality, limited use, and non-bypass for the Purpose.

It may be amended only in a written document signed by both Parties.

Electronic signatures and scanned signatures are valid.

## 18. Signatures

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**North Star Group, Inc.**

By: \_\_\_\_\_

Name: Michael Hoffman

Title: CEO / Principal

Date: \_\_\_\_\_

**Company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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