

NET OPERATIONS INC. DBA "DEER RUN GOLF CLUB" / COPPELL
INVESTMENTS LLC/ JAMES & THRESIA CHEMPLANIKAL

Non-Circumvention, Non-Disclosure Agreement

RE: Deer Run Golf Club sale

THIS DOCUMENT IS AN IRREVOCABLE AND NON-CANCELLABLE NONCIRCUMVENTION AND NON-DISCLOSURE AGREEMENT. THE UNDERSIGNED PARTIES INTENDING TO BE LEGALLY BOUND DO HEREBY IRREVOCABLY AGREE:

1. NOT TO CIRCUMVENT, AVOID, BYPASS, OR OBVIATE EACH OTHER DIRECTLY OR INDIRECTLY. This agreement is to confirm that each of the undersigned signatories will not deal with any entity introduced by the other signatory without knowledge and written permission of the introducing party. The parties confirm that the terms of this agreement expressly cover acts of negligence and inadvertent disclosure, which are a violation of this agreement.

2. NOT to disclose or otherwise reveal to any third party any confidential information provided by the other, particularly that concerning lenders, sellers, borrowers, buyers names, bank information, codes, references and/or any such information advised to the other as being confidential or privileged without the written consent of the other, to include our proprietary business and operations model. It is agreed and understood that each signatory agrees to keep confidential the names, addresses, telephone numbers and tax numbers and fax numbers of any contacts introduced by the other signatory, unless prior written permission is given by the introducing signatory.

3. Upon completion of the business purpose or upon written request of Deer Run Golf Club, the other party shall return all copies of confidential information to Deer Run Golf Club. For purposes of this Agreement the party who has provided the Confidential Information (hereinafter defined) shall be referred to as the Disclosing Party and the party receiving the Confidential Information shall be referred to as the Receiving Party. As used herein, "Confidential Information" shall mean any information and/or documents disclosed to a party hereto (whether transmitted orally, in writing, or through any electronic medium) that relate to business, business activities and proprietary information, all of the foregoing whether past, present or future in nature, not generally known in the trade or industry but commonly and uniformly treated as confidential and that has been or is hereafter disclosed or made available by Disclosing Party to Receiving Party in connection with the efforts contemplated hereunder (collectively and separately the "Confidential Information"). For the purposes of this Agreement, the definition of Confidential Information shall include not only the parties' Confidential Information, but also the Confidential Information of the parties' affiliates and customers. Except as otherwise provided in a Future Agreement, either party may terminate this Confidentiality Agreement by written notice to the other.

4. Notwithstanding any such termination, all rights and obligations hereunder shall survive with respect to Confidential Information disclosed prior to such termination. Both parties will hold the Confidential Information in the strictest confidence and will use reasonable care to prevent the unauthorized use, duplication or dissemination of each other's confidential information.

5. The obligations of either party under this Agreement will not apply to information that the Receiving Party can demonstrate: (i) is already lawfully in its possession pursuant to authorized disclosure or knowledge through no unauthorized act or omission on the part of the Receiving Party, (ii) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party or any of its directors, officers, employees, agents, advisers or representatives in violation of this Agreement, (iii) becomes available to the Receiving Party on a non-confidential basis from a source other than Disclosing Party and without breach of any obligation of confidentiality to a party to this Agreement, or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or otherwise pursuant to a legal proceeding or action or regulatory authority, provided that the Receiving Party shall furnish prompt written notice of such required disclosure. Each party may use Confidential Information received from the other party only in connection with the Business Purpose, and may disseminate such Confidential Information only to its employees having a need for access to such Confidential Information. The

provisions of this Agreement apply to all Confidential Information whether or not marked as Confidential Information, exchanged between the parties. Upon completion of the Business Purpose or upon the written request of the party owning Confidential Information, the other party shall return all copies of Confidential Information to the owning party.

6. This agreement shall be for a period of two years and is irrevocable and non-cancellable. It is to be applied to any and all transactions, present and future, of the introducing signatories regardless of the success of the project. The signatories agree that the identities of only the parties who are introduced under this agreement are currently, and shall forever remain, the proprietary asset of the introducing signatory.

7. This agreement shall be binding on the parties hereunder signed, their successors and assigns. They affirm by execution of this agreement that any company, firm, corporation, partnership, organization or entity of which they are an employee, officer, partner, or agent, is bound by this agreement.

- a. In the event that either of the parties resorts to legal action against the other, the prevailing party shall be entitled to reimbursement from the other party for all reasonable attorney fees and other costs incurred in such action. This agreement shall be construed and enforced in accordance with the applicable laws and regulations of the State of Texas.
- b. In the event any one or more of the provisions of this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, the remainder of this agreement shall not be affected thereby.
- c. If a dispute arises from this Agreement and cannot be resolved informally between the Parties, both parties agree to submit the dispute to binding arbitration under the rules of the American Arbitration Association – Judicial Arbitration Mediation Services (End Dispute) in Dallas County, Texas.
- d. This agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and repatriates all prior negotiations and proposed agreements, written, or oral. Neither of the parties may alter, amend, nor, modify this agreement except by an instrument in writing signed by both parties and their duly authorized representatives.
- e. Additionally, the signatories agree that this instrument may be negotiated via fax transmission or scanner, and the respective parties accept the signatures by fax or scanner as though they were original.

BY OUR SIGNATURES WE CONFIRM WE HAVE FULL AUTHORITY TO EXECUTE THIS AGREEMENT AND OBLIGATE ALL COMPANIES, FIRMS, CORPORATIONS, PARTNERSHIPS, ORGANIZATIONS, INDIVIDUALS AND/OR ENTITIES REFERENCED HEREIN. A FACSIMILE OR SCAN OF THIS DOCUMENT SHALL BE DEEMED AND CONSIDERED AS AN ORIGINAL, BINDING AND ENFORCEABLE DOCUMENT.

Signature: James Chemp

Date: 6/23/25

Disclosing Party
Net Operations Inc/ Deer Run Golf Club
James Chemp
Authorized Signatory

Signature: James Chemp

Date: 6/23/25

Disclosing Party
Coppell Investments LLC
James Chemp
Authorized Signatory

Signature: James Chemp

Date: 6/23/25

Disclosing Party
James & Thresia Chemplanikal
James Chemp
Authorized Signatory

Receiving Party - Company Name: _____

Company Address: _____

Signature: _____

Date: _____

Authorized Signatory: First Last Name

Title: _____
