



NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT

DATED: 02/26/2021 ("Effective Date")

AMONG:

Davati Medical Supply, LLC ("DMS"), a Texas-based Limited Liability Company, along with its affiliates and subsidiaries, including Davati Group, LLC, and Davati Building Products, and

The undersigned along with their parent companies, affiliates, and subsidiaries, each individually as "**Party**" or collectively the "**Parties**".

In connection with a possible business relationship involving the parties potentially working together for the purpose of the acquisition of Pharmaceuticals (**Vaccines, Remdesivir, and medicines**), for resale in the USA and other countries around the world, including arranging the financing and sourcing for such acquisitions (the "**Purpose**"), each party intends to disclose certain confidential information to the other party. The purpose of such disclosure is to enable each party (i) to evaluate the proposed business relationship and (ii) to conduct any ensuing business arrangement without the benefit of a further agreement governing the treatment of confidential information. In addition, the Disclosing Party (as defined herein) may introduce the Receiving Party (as defined herein) to certain of Disclosing Party's business and financial contacts ("**Introduced Party**").

In consideration of each party making such confidential information available to the other party, the parties hereby agree as follows:

1. As used in this Agreement, the term "**Confidential Information**" means any non-public information furnished by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") in connection with the Purpose, whether in written, oral or electronic form; provided, that oral disclosure of Confidential Information to the Receiving Party will be considered confidential only if identified as confidential prior to disclosure to Receiving Party and/or subsequently reduced to writing (including, for this and any other purpose related to this Agreement that may require a "writing" or that something be in "written" form, via email). Confidential Information may include, without limitation, trade secrets, financial counter-parties and financiers, business opportunities, know-how, inventions, technical data or specifications, computer programs, source code, programmers' notes, testing methods, proprietary funding processes and relationships, business or financial information, research and development activities, product and marketing plans, and customer and supplier information.

2. The Receiving Party agrees that it shall:

(a) maintain all Confidential Information in strict confidence, using at least the same degree of care in safeguarding the Confidential Information as it uses in safeguarding its own Confidential Information, subject to a minimum standard of reasonable diligence and protection.

(b) restrict disclosure of any Confidential Information solely to its directors, officers, employees, consultants, and advisors who are obligated to maintain the confidential nature of such



Confidential Information and who need to know such Confidential Information for the purposes set forth in this Agreement (“**Permitted Recipients**”);

- (c) use all Confidential Information solely for the purposes set forth above;
- (d) make no attempt to usurp business relationships or opportunities to which it is introduced by the Disclosing Party, whether deemed Confidential Information or not; and
- (e) make only the number of copies of the Confidential Information necessary to disseminate the Confidential Information to Permitted Recipients and only to the extent necessary to effect the purposes set forth in this Agreement, with all such reproductions being considered Confidential Information, provided that all proprietary notices included in or on the Confidential Information are reproduced on all such copies.

3. The obligations of the Receiving Party under Section 2 above shall not apply to the extent that the Receiving Party can demonstrate that certain Confidential Information:

- (a) was a matter of public knowledge prior to the time of its disclosure under this Agreement;
- (b) became a matter of public knowledge after the time of its disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission by the Receiving Party;
- (c) was independently developed or discovered by the Receiving Party without reference to the Confidential Information;
- (d) was or becomes available to the Receiving Party on a non-confidential basis from a third party, provided that such third party is not bound by an obligation of confidentiality to the Disclosing Party with respect to such Confidential Information; or
- (e) is required to be disclosed to comply with applicable laws or regulations, or with a valid order of a court or other governmental body of the United States or any political subdivisions thereof, but only to the extent and for the purposes of such required disclosure and provided that, to the extent permitted by law, (i) the Disclosing Party is promptly notified by the Receiving Party in order to provide the Disclosing Party an opportunity to seek a protective order and (ii) the Receiving Party takes all reasonable actions to obtain confidential treatment for such disclosure and, if possible, to minimize the extent of such disclosure.

4. In consideration of the Confidential Information being furnished to the Receiving Party, the Receiving Party hereby agrees that, for a period of two years from the date hereof, neither the Receiving Party nor any of its affiliates will solicit to employ or employ any of employees of the Disclosing Party without obtaining the prior written consent of the Disclosing Party; *provided, however,* that the Receiving Party shall not be prohibited from (i) employing or otherwise working with any such person who contacts them solely on his or her own initiative and without direct or indirect solicitation by the Receiving Party or (ii) conducting general solicitations for employees or independent contractors (which solicitations are not specifically targeted at the Disclosing Party’s employees) through the use of media advertisements, professional search firms or otherwise, and hiring respondents without regard for their previous employment.



5. The Receiving Party acknowledges that the Disclosing Party (or any third party entrusting its own confidential information to the Disclosing Party) claims ownership of the Confidential

Information disclosed by the Disclosing Party and all patent, copyright, trademark, trade secret, and other intellectual property rights in, or arising from, such Confidential Information. No option, license, or conveyance of such rights to the Receiving Party is granted or implied under this Agreement. If any such rights are to be granted to the Receiving Party, such grant shall be expressly set forth in a separate written agreement.

6. Upon termination of this Agreement or the earlier request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all originals and copies of all documents, materials, and other tangible manifestations of Confidential Information, including any summaries thereof, in the possession or control of the Receiving Party.

7. **Non-Circumvention.** The Receiving Party shall not, directly or indirectly, except in collaboration with or with the express written consent of the Disclosing Party: (a) enter into any transaction with the Introduced Party similar to, in competition with, or which otherwise could have the effect of preventing the Disclosing Party from receiving the full benefit of the transaction(s) set forth in or contemplated as the Purpose; (b) solicit the Introduced Party to enter into any such transaction; or (c) induce, solicit, procure, or otherwise encourage its Permitted Recipients or any third party or respond to any solicitation from any of the same to enter into any such transaction.

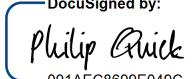
Circumvention will not be enforceable if the Receiving Party clearly demonstrates, by providing communications, bills, agreements or contracts, that the suppliers, clients and any other contacts introduced by the Disclosing Party during the execution of this Agreement were previously involved in a business relationship with the Receiving Party.

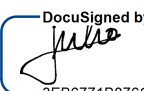
8. The Receiving Party agrees that any breach of its obligations under this Agreement will cause irreparable harm to the Disclosing Party. Therefore, the Disclosing Party shall have, in addition to any remedies available at law, the right to obtain equitable relief to enforce this Agreement. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of laws provisions. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the State of Texas Rules, which Rules are deemed to be incorporated by reference into this clause, in an arbitration conducted in English, before a single arbitrator, in an arbitration sited in Austin, Texas. Both Parties consent to the personal jurisdiction and waive any objections to the venue of such courts.


9. The obligations set forth in this Agreement shall continue for a period of two (2) years from the date hereof.

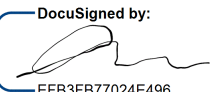


ACKNOWLEDGED AND AGREED:

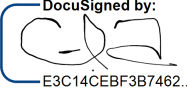
Party 1			
Business Name	Davati Medical Supply, LLC	Address	3121 Eagles Nest. Suite 120 Round Rock, Texas 78665
Citizenship	American		
Representative	Philip Quick	Email	Pquick@davatimedical.com
Signature	DocuSigned by:  091AEC8699E049C...	Phone	+1 (270) 498-8860


Party 2			
Business Name	Júlio Caron Advogados	Address	Rua Barão do Triunfo 117 ap 111, Brooklin, São Paulo/SP, Brazil, 04602-000
Citizenship	Brazilian		
Representative	Julio Caron	Email	juliocaron@gmail.com
Signature	DocuSigned by:  3EB6771B876C4DD...	Phone	55 11 981110992

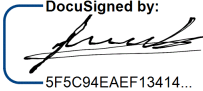
Party 3			
Business Name	Filippo FERRANTELLI	Address	Rua cônego Serpa 232 casa Santo Antônio de Lisboa Florianópolis Brazil. 88050-440
Citizenship	Italian.		
Representative	Filippo Ferrantelli	Email	Filippo.ferrantelli@hotmail.com
Signature	DocuSigned by:  171CE3846DFB4E4...	Phone	55 48 991388902

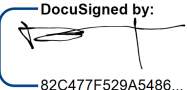
Party 4			
Business Name	5003580 Ontario Inc	Address	70 East Beaver Creek Road Unit 46, Richmond Hill, ON, L4B3B2, Canada
Citizenship	Canadian		
Representative	Nick Anand	Email	nick@yulukhealth.com
Signature	DocuSigned by:  EFB3FB77024E496...	Phone	416 817 7686



Party 5			
Business Name	Yuluka health inc	Address	Calle 17 # 126-50 Condominium: El Saman De Laos Farallones House#: 8 City: Cali - Colombia
Citizenship	Colombian/American		
Representative	Gilberto Iragorri	Email	gilberto@yulukahealth.com
Signature	DocuSigned by:  E3C14CEBF3B7462...	Phone	+573158115597

Party 6			
Business Name	Nuway Commodities LLC	Address	7928 East Drive # 1008 North Bay Village FL 33141 United States
Citizenship	American		
Representative	Pierre Richard Leroy	Email	Pleroy@centrogroupmiami.com
Signature	DocuSigned by:  B888D965DF4B455...	Phone	305-733-9444

Party 7			
Business Name	Nuway commodities	Address	7928 East dr suite 500 North Bay Village, FL 33414
Citizenship	Colombia		
Representative	Felipe restrepo	Email	Frestrepo@centrogroupmiami.com
Signature	DocuSigned by:  5F5C94EAEF13414...	Phone	305-439-7154

Party 8			
Business Name	Global Face Group Inc	Address	2301 Collins Ave Ste 405 Miami Fl 33138
Citizenship	American		
Representative	Dan Felix	Email	Dfelix@globalfacegroup.com
Signature	DocuSigned by:  82C477F529A5486...	Phone	718 737-3178