CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

Effective Date: _____

This Confidentiality and Non-Circumvention Agreement (the "Agreement") is entered into by and between **Direct Specialty Cables ("DSC")**, and _____ **("Recipient")**. DSC and Recipient may each be referred to as a "Party" and collectively as the "Parties."

1. Purpose

DSC will share information so Recipient can evaluate purchasing medium-voltage cable, tray cable, and related products through DSC ("Opportunity").

2. Confidentiality

Recipient will use DSC's nonpublic information only to evaluate the Opportunity and will not disclose it without DSC's written consent. This includes supplier relationships, pricing, quotations, commercial terms, technical documents, and sourcing information. Recipient may share this information with employees and professional advisers who need it for the evaluation and are bound by confidentiality obligations. Recipient is responsible for their compliance.

Confidential information excludes information Recipient can document was already lawfully known, becomes public without a breach, is independently developed, or is lawfully received from another source without restriction. Legally required disclosure is permitted, with advance notice to DSC where legally allowed.

3. Non-Circumvention

For **24 months from the Effective Date**, Recipient will not knowingly bypass DSC to solicit, negotiate, or purchase directly or through another party from a supplier first identified or introduced by DSC, for the products and Opportunity presented by DSC, without DSC's written consent.
This restriction includes suppliers identified through UL file numbers, certificates, technical documents, samples, or other information provided by DSC. DSC will identify protected suppliers in writing when their identities are disclosed.

The restriction does not apply to a supplier relationship Recipient can document existed before DSC's disclosure. A supplier's identity being publicly searchable does not, by itself, cancel this non-circumvention obligation.

4. Certification Review

Recipient may verify certifications through UL or other certification bodies. Such verification does not authorize direct commercial dealings with a protected supplier. Supplier contact for technical review will be coordinated through DSC unless DSC agrees otherwise in writing.

5. Duration and Return of Information

Confidentiality obligations continue for **three years after each disclosure**. Trade secrets remain protected for as long as they qualify under applicable law. Upon request, Recipient will return or delete confidential information, except records required by law or retained in routine backups, which remain protected.

6. General Terms

Neither party is required to complete a purchase or other transaction. Either party may seek remedies available under applicable law for breach. This Agreement is governed by the laws of **Texas**. Changes must be in writing and signed by both parties. Electronic signatures and counterparts are permitted.

DIRECT SPECIALTY CABLE (DSC)	RECIPIENT
Legal name: _____	Legal name: _____
Authorized signer: _____	Authorized signer: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____