



MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement shall apply to those individuals executing this document and including all heirs, assigns and any subsidiaries or entities created in whole or in part during the term of this Agreement. Hereinafter, these entities, collectively and individually, are referred to as "Parties" to this Agreement. Whereas the Parties acknowledge that certain Confidential Information may be disclosed between them, therefore, the parties agree to the following terms and conditions as follows:

1. Definitions. For the purpose of this Agreement "Confidential Information" means all proprietary information which may include, customer lists, prospects, business plans, data, reports, pricing or fees, marketing concepts and/or information related to the purpose of disclosure, which (i) is disclosed by one Party or its affiliates to the other Party or its affiliates, indicating its confidential or proprietary nature or is obviously confidential or proprietary by its nature, or (ii) is developed during the relationship between the Parties and would give or increase the advantage of the disclosing Parties competitors or diminish the advantage to the disclosing Party over its competitors. The term "affiliate" shall mean any person or entity controlling, controlled by or under common control of a Party.

Confidential Information subject to all terms shall not include any information that is (i) already known to Recipient at time of disclosure; (ii) is or becomes publicly known through no wrongful act of Recipient, (iii) is communicated by Recipient to a third party with express written consent of the disclosing party, (iv) is lawfully required to be disclosed, provided that, before making such disclosure, the Recipient shall immediately provide written notice to disclosing Party and cooperate in disclosing Parties actions to assure confidential handling of such information.

2. Non-Disclosure. Both Parties hereby agree that any and all Confidential Information obtained from either Party shall be so designated on documentation or correspondence as "Confidential" considered highly confidential and neither Party shall use the confidential information for any other purpose and shall protect the disclosed information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the confidential information as it uses to protect its own confidential information of a like nature.

3. Non-Circumvention. It is anticipated that during the course of dealings between the Parties, each may reveal to the other certain names, clients, customers, agents, service providers and other information ("Designated Parties") which is the proprietary confidential information of the disclosing Party. The Parties each agree not to circumvent, attempt to circumvent, or permit any other Party or persons on their respective behalf to circumvent each other in any way, manner, or form, regarding any transactions during the term of this Agreement. The Parties agree to notify each other in writing of all inquiries about proposed transactions from a Designated Party of the other, in their respective product lines. Any and all introductions or approaches to either Parties Designated Party shall be made through or with written consent of the disclosing Party subject to the terms of this Agreement. Each shall recognize and acknowledge the other Party as the source of such information, business opportunity, sales opportunity, marketing strategy, source of product, technology, equipment or business relationship. No Party shall exploit any such introduction of such Party to a business opportunity, sales opportunity, marketing strategy, source of product, technology, equipment or other business relationship without reasonable compensation to the Party providing such



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introduction. No Party shall circumvent the interests or efforts of the other Party in any exploitation of information provided to such party by the other Party. This provision shall apply only to previously unknown Designated Parties.

4. Non-Compete. The Parties agree that for one (1) year following the termination of this Agreement, each Party shall not directly or indirectly compete with the other Party through the use of either Parties' then existing Designated Parties. In the event of termination, both Parties shall surrender all material which is identified as the other parties material, whether confidential or otherwise, and in any medium. of 2 1

5. Remedies. The Parties agree that, in the event of a breach or threatened breach of this Agreement, the offended Party shall be entitled to an injunction in addition to and not in lieu of any other legal or equi-table relief including money damages. The Parties acknowledge that confidential information is valuable and unique and that disclosure will result in irreparable injury to the disclosing Party. Any dispute arising under, out of, in connection with, or in relation to this Agreement or the breach thereof shall be settled by arbitration in the city of choice of the non-offending Party, in accordance with the Rules of the American Arbitration Association. The Arbitrator(s) award in any such dispute shall be final, non-appealable and binding upon the parties and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. In such arbitration the prevailing Party shall be entitled to receive its attorneys' fees and costs, as part of such award.

6. Governing State. This Agreement shall be governed by the Laws of the state of California, USA. In the event any of the provisions of this Agreement shall for any reason be held invalid or unenforceable, the remaining provisions of the agreement shall remain in full force and effect.

7. Term. This Agreement shall be effective from the last date signed and acknowledged by the Parties below. The term of this Agreement shall commence on the date hereof and continue for twenty-four (24) months, unless earlier terminated according to the terms hereof. Agreement will automatically renew for subsequent twelve (12) month periods.

IN WITNESS WHEREOF, the parties hereto and signing below, hereby acknowledge their understanding of the terms and conditions and agree to be legally bound by such terms and conditions.

Print Name _____ **Date** _____

Sign Name _____ **Date** _____

Nichole Mason, Owner _____ **Date** _____

