



MUTUAL CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “Agreement”) is made by and between BeyondBrands (the “Company”) and _____ (“Third Party”) located at _____.

WHEREAS, the parties in the course of their dealings, including discussing a potential business relationship, namely, the creation and launch of natural, sustainable products and brands (individually or collectively referred to as a “Project”) may furnish each other “Confidential Information” as defined in Paragraph 1 and do not wish to convey any interest or copyright therein to the other, or make such Confidential Information public or common knowledge or have it disclosed to any third party, or permit any use thereof except to engage in such dealings as contemplated in this Agreement.

NOW THEREFORE, in consideration of the business discussions, disclosure of Confidential Information and any potential future business relationship between the Company and Third Party, it is hereby agreed as follows:

1. Confidential Information. For purposes of this Agreement, the term “Confidential Information” shall mean the following:

Any information, business plan, concept, idea, know-how, process, technique, program, design, formula, algorithm or work-in-process, and any engineering, manufacturing, marketing, technical, financial, data, or sales information, as well as any information regarding suppliers, customers, employees, investors, software products or software product development, or business operations, and any other information or materials, whether in written, graphic, or any other form, that is disclosed orally, electronically, or otherwise and which is learned or disclosed in the course of discussions, studies, or other work undertaken between the parties.

2. Joint Undertaking. The Company and the Third Party (on behalf of themselves and their respective employees) agree that they will not at any time disclose, give, or transmit in any manner or form, for any purpose, the Confidential Information received from the other party to any person, party, firm or other such entity, or use Confidential Information for their own benefit or the benefit of anyone else, or for any purpose other than in connection with the Project. Without limitation of the generality of the foregoing, neither party may use, refer to or otherwise benefit from the Confidential Information of the other party in connection with such party’s market research, competitive analysis, development, planning, marketing or other business activities.

The Company and the Third Party shall take all reasonable measures to preserve the confidentiality, and avoid the disclosure, of the other party’s Confidential Information, including but not limited to those steps taken with respect to the party’s own confidential information of like importance. Neither party shall disassemble, decompile or otherwise reverse-engineer any software product of the other party; to the extent that any such activity may be permitted, the results thereof shall be deemed Confidential Information subject to the requirements of this Agreement.



3. Return Of Confidential Information. Upon request of any party that has provided Confidential Information to any other party hereto or upon termination of discussions regarding the proposed business relationship, each party shall promptly deliver to such other party or parties any and all documents, notes, or other physical embodiments of or reflecting the Confidential Information (including any copies thereof) that are in its or their possession or control.

At the request of any other party, a responsible officer of each party shall verify, and provide the appropriate other party with written certification of, the completeness of the delivery of such materials.

4. Nonconveyance. Nothing in this Agreement shall be construed as conveying to any party any right, title, interests or copyright in or to any Confidential Information of the other, or conveying any license to use, sell, exploit, copy or further develop any such Confidential Information.

5. Nondisclosure Of Discussions. Each party agrees that, in addition to the other confidentiality obligations hereunder, it will not disclose to and third party that it is having any discussions with any other party with respect to the proposed business relationship.

6. Excluded Information. The parties agree that their mutual covenant not to disclose or use Confidential Information of any other party shall not apply to any information to the extent that the information:

(a) is, or at any time becomes, available to the public, other than through an act or omission of the receiving party,

(b) is independently discovered or developed by employees or contractors who have had no access to the Confidential Information of such other party or parties, or

(c) is rightfully obtained from a third party without any known obligation of confidentiality.

7. Court-Ordered Disclosure. Neither party shall be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government; provided that, if legally permissible, ten (10) days reasonable notice shall first be given to the party whose Confidential Information is to be disclosed so that such party may seek a protective order and/or engage in other efforts to minimize the required disclosures. The parties shall make reasonable efforts to cooperate in seeking the protective order and engaging in such other efforts.

8. No Commitment. This Agreement does not in any way bind the parties to enter into a business relationship of any nature with the other. Nothing herein or any verbal representations made by either party shall be construed as a binding commitment to establish a business relationship. Neither party shall have any liability to the other, except for the breach of this Agreement, if the proposed business relationship is not established and expressed in writing and expressly stated to be legally binding.



9. SUBCONTRACTORS. Client and Subcontractor (Consultant representing BeyondBrands) understands and agrees that BeyondBrands may subcontract out to its “Collective” of independent subcontractors to provide Services. Client agrees not to hire any employee or subcontractor of BeyondBrands either directly or indirectly as its own employee, or the employee of another entity or independent contractor, while this Agreement remains in force, and for a minimum of one calendar year thereafter, without prior written agreement from BeyondBrands. Subcontractor representing BeyondBrands agrees not to solicit or accept consulting work or employment, outside of BeyondBrands, as an employee or subcontractor of Client, either directly or indirectly, without prior written agreement.

10. Remedies. If there is a breach of this Agreement by a party hereto, the other parties shall have all remedies in law and/or equity including, but not limited to, the right to apply for appropriate injunctive relief or specific performance as may be granted by a court of competent jurisdiction.

11. Non-assignment. No party hereto shall have the right to assign or transfer this Agreement or any rights hereunder to any Third Party without the prior written consent of the other parties.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter addressed herein. This Agreement may not be amended or modified except in writing signed by both parties. The undertakings of this Agreement, including but not limited to those relating to the confidentiality and non-use of Confidential Information, shall continue after termination of the Agreement or any discussions between the parties. Each party waives the benefit of any statute of limitations affecting its liability under this Agreement, to the full extent permitted by applicable law.

13. Severability. In the event that any provision in this Agreement is unenforceable, in whole or in part, the remaining provisions set forth herein shall be enforceable notwithstanding the invalidity of any other provision. Any provision that is unenforceable in part shall be enforced to the extent that it is valid and enforceable.

14. Term. The term of this Agreement shall be for a period of Two (2) years.

15. Governing Law. This Agreement shall be construed for all purposes in accordance with the laws of the State of New York, without regard to the conflict-of-laws provisions thereof.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the latest date set forth below:

AGREED & ACCEPTED BY:

By: Eric Schnell
Name: Eric Schnell
Title: Chief Service Guru

AGREED & ACCEPTED BY:

By: _____
Name:
Title:



BeyondBrands

A CONSCIOUS PRODUCTS COLLECTIVE