

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT is entered into this _____ day of _____ 20____, by and between **BeyondBrands, LLC. (“BB”)** with its principal place of business at 2110 South Eagle Road, MB 356, Newtown, PA 18940, and _____, located at _____

WHEREAS, the parties desire to exchange or provide access to confidential and/or proprietary information for the purposes of considering doing business together, and to induce such disclosure desire to undertake certain mutual obligations of confidentiality and nondisclosure as set forth herein;

NOW, THEREFORE, in consideration of the mutual undertakings and promises herein, the parties hereto hereby agree as follows:

1. CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATIONS.

(a) The term “**Confidential Information**” shall mean and include any and all non-public proprietary information and data furnished at any time by one party to another (herein referred to as “**Recipient**”/ “**Disclosing Party**”), whether in oral, written, graphic, machine-readable or other tangible or intangible form and whether or not protected by patents or other trade secret protection laws, including, but not limited to documents, system descriptions and manuals, algorithms, source codes, designs, flow-charts and source and object media and listings, technical and other data, prototypes, models, drawings, know-how, and manufacturing processes and specifications, business, financial and marketing data, plans, analyses, studies, compilations and forecasts, and customer lists and information. Notwithstanding the foregoing, the following shall not be considered Confidential Information: *(i)* information that was in the public domain at the time it was disclosed or becomes generally known and available in the public domain through no fault of the Recipient; *(ii)* information that can be demonstrated by documentary evidence to have been known to Recipient at the time of disclosure with no obligation of confidence and that was not acquired directly or indirectly from a third party under obligation of confidence; *(iii)* information that can be demonstrated by documentary evidence to have been independently developed by Recipient without use of the Confidential Information; *(iv)* information for which the Recipient received authorization from Disclosing Party to make public; or *(v)* information that the Disclosing Party has used in a non-confidential manner. However, Confidential Information shall not be deemed to have been known to the Recipient or to be a part of the public knowledge merely because it is expressed in publications or patents in general terms not specifically pertaining to the subject matter of the Confidential Information or because it is a combination that can be pieced together to reconstruct the Confidential Information from multiple sources, none of which shows the whole combination, its principle of operation and use.

(b) The Recipient agrees that, except with the prior written consent of the other party, it will *(i)* maintain all Confidential Information received in the strictest confidence; *(ii)* not disclose or transfer any Confidential Information to any third party except as provided in (c) below; and *(iii)* not use the Confidential Information for any purpose other than those purposes set forth in this Agreement. Except as otherwise expressly set forth in this Agreement, the Recipient will return all of the Confidential Information in written or other tangible form, including, but not limited to, any copies made, to the other party promptly upon the request of said party upon any termination of this Agreement or at any other time.

(c) The Recipient further agrees that it shall restrict access to the Confidential Information to those of its employees and representatives who have a “need to know” and who are bound by either the terms of their employment/agency agreement with the Recipient, by a duty of confidentiality, or by separate written agreement to maintain the Confidential Information in strict confidence and refrain from disclosing the same to third parties and from using the same for their own or anyone else’s benefit.

(d) The Recipient shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Recipient and its employees and representatives, and will cooperate with Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

(e) Neither party shall reverse engineer, decompile, or disassemble any software that constitutes Confidential Information of the other party.

(f) Neither party shall solicit employees, co-founders and independent contractor of the other party for a period of one (1) year following the date on which the parties conclude discussions with respect to the purpose described in the recitals to this Agreement.

(g) Unless mutually agreed otherwise in writing, Recipient's obligations hereunder with respect to each item of Confidential Information shall expire three (3) years from the date on which the parties conclude discussions with respect to the purpose described in the recitals to this Agreement.

(h) This Agreement shall be effective as of the date stated above and may be terminated with or without cause with respect to further disclosures at any time upon written notice. This Agreement shall automatically expire three (3) year from its effective date; *provided, however*, that the rights and obligations accruing prior to termination as set forth herein shall survive the termination as specified in Section 1(g) above.

2. MISCELLANEOUS PROVISIONS

(a) Neither this Agreement, nor the disclosure of Confidential Information to the Recipient, shall in any way convey to the Recipient any warranties, ownership interests, proprietary rights or licenses of any kind in or with respect to the Confidential Information. The grant of any such licenses or rights, if said are intended to be granted, must be by separate written agreement between the parties.

(b) In the event that the Recipient or anyone to whom the Recipient transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, the Recipient will, if not prohibited by governmental authority, provide the disclosing party with prompt notice thereof so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event such protective order or other remedy is not obtained, or the disclosing party waives compliance with the provisions of this Agreement, the Recipient will furnish only that portion of the Confidential Information that is legally required.

(c) The undertakings herein shall be binding upon the parties and their respective affiliates, subsidiaries, officers, employees, successors and assigns.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to the principles of conflict of laws. The parties consent to the bringing of suit under this Agreement in a court of competent jurisdiction in New York, NY USA and waive any right to object to the personal jurisdiction or the venue of such court. In the event that any action is brought with respect to the interpretation or enforcement of this Agreement, the prevailing party in such action shall be entitled to receive from the losing party its reasonable attorneys' fees and litigation expenses.

(e) Each party hereto acknowledges that the other party would be irreparably harmed if the first-mentioned party's obligations under this Agreement are not specifically enforced, and that said aggrieved party would not have an adequate remedy at law in the event of an actual or threatened violation by the other party of its obligations. Therefore, and in addition to any and all other remedies to which it may be entitled, either party shall be entitled to seek an injunction or any appropriate decree of specific performance for any actual or threatened violations or breach by the other party or its employees or agents.

(f) Any notices required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy or facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. All such notices, requests, claims, demands and other communications will be addressed as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice in accordance with this Section:

If to BeyondBrands:
2100 S EAGLE RD MB 356
Newtown, PA 18940
Attention: Eric Schnell

If to _____:

(f) This Agreement shall constitute the full agreement between the parties with respect to the confidentiality and non-disclosure of the Confidential Information and shall supersede any and all prior agreements and understandings relating thereto. No change, modification, alteration or addition of or to any provision of this Agreement shall be binding unless in writing and executed by or on behalf of both parties by a duly authorized representative. All remedies specified herein or otherwise available shall be cumulative and in addition to any and every other remedy provided hereunder or now or hereafter available at law or in equity. No waiver or failure to act with respect to any breach or default hereunder, whether or not the other party has notice thereof, shall be deemed to be a waiver with respect to any subsequent breach or default, whether of similar or different nature.

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Agreement as of the date set forth above.

BEYONDBRANDS LLC.

BY:

ERIC SCHNELL, PRESIDENT

BY: _____

Date: _Click or tap to enter a date.____

Date __Click or tap to enter a date.____

