

MUTUAL CONFIDENTIALITY AGREEMENT

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT entered into as of this ____ day of October by S _____ and any affiliated companies and Robin Treen and AIP Commercial Brokerage an individual and an affiliated company of the individual named above:

WHEREAS, the parties hereto contemplate entering into negotiations respecting a proposed business relationship which will necessitate the exchange of certain proprietary information (as hereinafter defined); and

WHEREAS, each of the parties hereto desires to protect such proprietary information with respect to which it claims a proprietary interest; and

WHEREAS, the parties acknowledge that the delivery and possession of such proprietary information should be handled in a manner so as to maintain and protect each party's respective rights therein, and accordingly, the parties desire the establishment of certain restrictions to protect such information against the risk of unauthorized use or disclosure.

NOW, THEREFORE, in consideration of the premises, as well as the obligations herein made and undertaken, the Companies and above parties, intending to be legally bound, do hereby agree as follows:

1. **Trade Secrets and Confidential Information.** This Agreement shall apply to all "Trade Secrets" and "Confidential Information" disclosed by or on behalf of either party to the other or the other's personnel. For purposes of this Agreement, "Trade Secrets" entail any film, media, music or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret (in the sense that its confidentiality affords the disclosing party a competitive advantage over its competitors) and is a trade secret as defined by applicable law. "Confidential Information" entails any data or information, other than Trade Secrets, that is important, competitively sensitive, and not generally known by the public, such as policies and procedures, marketing strategies, financial information, referral sources, customer lists, accounts payable and receivable, information concerning employees and any other information that the disclosing party considers confidential. The disclosing party shall take appropriate steps to enable the receiving party to identify the information that should be protected as Trade Secrets or Confidential Information.

2. **Restrictions on Use and Disclosure.** The party receiving Trade Secrets or Confidential Information of the other party shall not use, copy, transfer, disclose or permit any unauthorized person to obtain any such Trade Secrets or Confidential Information for as long as the pertinent information or data remain Trade Secrets or Confidential Information (whether or not the Trade Secrets or Confidential Information is in written or tangible form), without the prior written consent of the disclosing party. For purposes of this Agreement, each party is authorized to disclose the Trade Secrets and Confidential Information received hereunder only to its responsible employees who must obtain the Trade Secrets or Confidential Information in order to carry out the purposes for which the Trade Secrets and Confidential Information have been disclosed and who are under a legally binding obligation of confidentiality and limitation of use consistent with the provisions of this Agreement. Each party shall instruct all such personnel not to use, copy, transfer or disclose such Trade Secrets and Confidential Information except to the extent so required and within the limitations imposed under this Agreement, without the prior written consent of the disclosing party. All copies of materials containing Trade Secrets and/or Confidential Information made with the consent of the disclosing party shall nevertheless remain the property of the disclosing party and all such copies shall remain subject to the restrictions on use and disclosure stated herein.

3. **Excluded Information.** For purposes of this Agreement, Trade Secrets and Confidential Information shall not include any information:

- (a) that is already known to the receiving party at the time of disclosure and is free from an obligation of confidentiality;
- (b) that is or becomes generally known to the public through no act or failure to act of the receiving party;
- (c) that is obtained without restriction from an independent source having a bona fide right to use and disclose such information without restriction as to further use or disclosure;
- (d) that the receiving party subsequently develops through entirely independent efforts;
- (e) that the disclosing party approves for unrestricted release by written authorization; or
- (f) that is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order.

4. Security Measures. To protect the Trade Secrets and Confidential Information of the disclosing party, each party shall adopt basic security measures of the kind commonly observed in industries that rely extensively on proprietary information. These security measures should include physical security measures, restrictions on access by unauthorized personnel, use of confidentiality agreements with personnel, systematic segregation, and selective retention or destruction of sensitive materials, as appropriate. The provisions of this Section shall survive the termination of this Agreement.

5. Return of Information. Upon the request of the disclosing party, the receiving party shall immediately return all materials in its possession or within its control that contain or reflect the Trade Secrets or Confidential Information of the disclosing party, with the sole exception of those materials containing Trade Secrets or Confidential Information as may be reasonably necessary to document the basis of a party's decision with respect to the proposed business association between the parties.

6. Injunction. The unauthorized disclosure or use of any Trade Secrets or Confidential Information of either party could cause irreparable harm and significant injury to such party, which may be difficult to measure with certainty or compensate through damages. Accordingly, either party shall have the right to seek and obtain an immediate injunction enjoining any breach by the other party of this Agreement upon application to a court of competent jurisdiction, and the receiving party shall not plead as a defense to any such action that the disclosing party has an adequate remedy at law.

7. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Nevada.

8. Assignment. Neither party may assign or transfer its rights and obligations under this Agreement without the prior written consent of the other party.

9. Binding Effect. Subject to Section 8 hereof, this Agreement shall inure to the benefit of, and be binding upon all members or associates of [REDACTED].

10. Waiver. Neither party shall be deemed to have waived any term or provision of this Agreement unless such waiver shall be in writing. The waiver of a term or provision of this Agreement by a party on one occasion shall not constitute a continuing waiver thereof or a waiver as to other terms or provisions hereof.

11. Severability. In the event any provision of this Agreement shall be determined by a court of competent jurisdiction to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written above.

COMPANY OR NAME

By: _____

By: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

COMPANY OR NAME _____

By: _____

Title: _____

Date: _____