

## **NON-CIRCUMVENTION, NON-DISCLOSURE AND WORKING AGREEMENT**

Whereas the Undersigned Parties wish to enter into this agreement to define certain parameters of their future legal obligations, and considering their mutual promise herein and other good and valuable considerations the receipt of which is acknowledged hereby, the Parties here to mutually and voluntarily agree as follows:

1. The parties hereto and/or their affiliates, which includes, but is not limited to, any licensors, contractors, suppliers, manufacturers, producers, wholesalers, retailers, customers, clients, financial sources, representatives, agents or consultants, of what-so-ever nature shall not, in any manner solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, contact solicit and/or conduct any transaction with such said sources, without the expressed and specific permission of the party who made such said sources available.

The Parties shall maintain complete confidentiality regarding each other's business and/or their affiliates and shall only disclose knowledge pertaining to these specifically named Parties as permitted by the concerned Party, unless agreed and granted an expressed written permission of and by the Party whom made the source available.

2. The Parties shall not in any way whatsoever circumvent each other and/or attempt such circumvention of each other and/or any of the parties involved in any of the transactions the Parties wish to enter and to the best of their abilities shall ensure that the original transaction codes, data and proprietary information established are not altered.

3. The Parties shall not disclose any contact revealed by either Party to any third Parties as they fully recognize such information and contact(s) of the respective Party, and shall not enter into direct and/or indirect offers, negotiations and/or transaction with such contacts revealed by the other Party who made the contact(s) available.

4. In the event of circumvention by any of the undersigned Parties, whether direct and/or indirect, the circumvented Party shall be entitled to a legal monetary compensation equal to the maximum service it should realize from such a transaction, plus any and all expenses, including any and all legal fees incurred in lieu of the recovery of such compensation.

5. All considerations, benefits, bonuses, participation, fees, and/or commissions received as a result of the contributions of the Parties to this agreement, relating to any and all transactions shall be allocated and distributed as mutually agreed. Specific arrangements, for each transaction shall be made available and/or submitted to the recipient on the very day due and payable as per each and every transaction, unless otherwise agreed.

6. This agreement is valid for one (1) year from the date of signature, for any and all transactions between the Parties therein, with renewal to be agreed upon between the signatories.

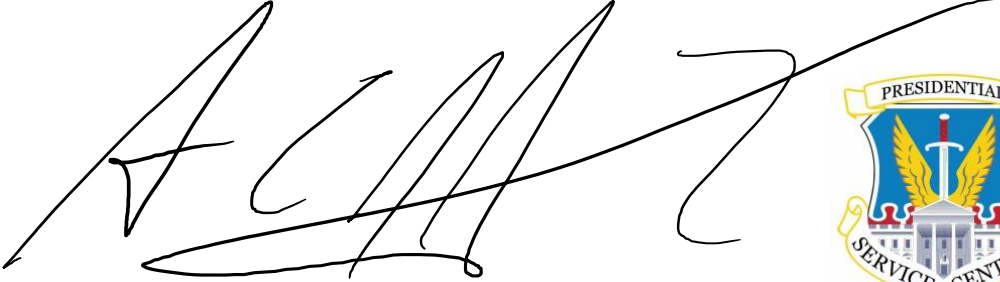

7. It is further agreed that any controversy, claims, and or dispute arising out of and/or relating to any part of the whole of this agreement or breach thereof and which is not settled between the signatories themselves, shall be settled and binding by and through arbitration in accordance with the rules and through the institution of the International Chamber of Commerce. Any decision and/or award made by the arbitrators shall be final, conclusive and binding for the Parties and enforceable in the Court of Law in the Country of choice of an award by the arbitrators.
8. This Agreement shall be binding upon the Parties hereto and in the case of individual parties, their respective heirs, administrators and executors and in the case of all corporate Parties, their successors and assigns
  - a) The non-circumvention damages, i.e., the total commissions, fees, or profits which would have been due, and;
  - b) All loss sustained by the non-defaulting party by reason of such breach, and;
  - c) All expenses incurred in enforcing any legal remedy rights based upon or arising out of this Agreement.
9. Signature of this agreement shall be deemed to be an executed agreement enforceable and admissible for all purposes as may be necessary under the terms of this agreement.
10. All signatories hereto acknowledge that they have read and each Party fully understands the terms and conditions contained in this Agreement and by their initials and signature hereby unconditionally agree to its terms as of the date noted herein.
11. The purpose of this instrument is to establish an internationally recognized Non-Circumvention, Non-Disclosure, and Working Agreement between the participating Parties. This and future transactions shall be conducted under the guidelines of the International Chamber of Commerce.
12. The attached Schedule "A" forms a part of this Agreement.

This agreement may be signed in one or more counterparts and the Parties agree that electronic or facsimile copies of this Agreement to be considered as a legal original and signatures thereon shall be legal and binding.

ICC (INTERNATIONAL CHAMBER OF COMMERCE) - <https://iccwbo.org>

INCOTERMS 2010 - INCOTERMS ARE STANDARD TRADE DEFINITIONS MOST COMMONLY USED IN INTERNATIONAL SALES CONTRACTS. <https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-rules-2010/>

**Between: Party 1 of**

Full Name/ Title:	Martin CJ Mongiello
Corporation:	Mongiello Holdings, LLC The Inn of the Patriots
Address:	301 Cleveland Avenue, Grover, NC 28073
Tel/ Mobile	001 (704) 490-3947
E-mail address:	<a href="mailto:marti@mongielloassociates.com">marti@mongielloassociates.com</a>
Passport Number:	567393717 United States of America
End Supplier Details:	With dba's of Mongiello Associates Marketing Agency and Mongiello Associates Strategic Marketing.
Signature/seal/passport:	
<p>October 21, 2020</p>  	

**And: Party 2 of**

Full Name/ Title:	
Corporation:	
Address:	
Tel/ Mobile	
E-mail address:	
Passport Number:	
End Supplier Details:	
Signature/seal/passport:	

**And: Party 3 of**

Full Name/ Title:	
Corporation:	
Address:	
Tel/ Mobile	
E-mail address:	
Passport Number:	
End Supplier Details:	
Signature/seal/passport:	

**And: Party 4 of**

Full Name/ Title:	
Corporation:	
Address:	
Tel/ Mobile	
E-mail address:	
Passport Number:	
End Supplier Details:	
Signature/seal/passport:	

**And: Party 5 of**

Full Name/ Title:	
Corporation:	
Address:	
Tel/ Mobile	
E-mail address:	
Passport Number:	
End Supplier Details:	
Signature/seal/passport:	

**And: Party 6 of**

Full Name/ Title:	
Corporation:	
Address:	
Tel/ Mobile	
E-mail address:	
Passport Number:	
End Supplier Details:	
Signature/seal/passport:	



**And: Party 7 of**

Full Name/ Title:	
Corporation:	
Address:	
Tel/ Mobile	
E-mail address:	
Passport Number:	
End Supplier Details:	
Signature/seal/passport:	

**And: Party 8**

Full Name/ Title:	
Corporation:	
Address:	
Tel/ Mobile	
E-mail address:	
Passport Number:	
End Supplier Details:	
Signature/seal/passport:	

## **SCHEDULE A**

This Schedule “A” forms a part of the NCNDA it is attached to.

**Indemnification:** A Party hereby covenants and agrees to indemnify and save harmless the other Parties from and against any and all liabilities, losses, costs (including, without limitation, legal fees on a solicitor and his own client basis), claims or damages of any nature whatsoever suffered or incurred by the other Parties arising out of or resulting from any representation or warranty of a Party being untrue or misleading in any material respect or any breach by a Party of any of its covenants contained in this Agreement.

**Severability:** If any provision of this Agreement shall be found to be invalid or illegal by reason of any determination made by a court of competent jurisdiction or any governmental authority having jurisdiction in the circumstances, such provision shall be severed from this Agreement to the extent of such invalidity or illegality and the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

**Entire Agreement:** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof.

**Amendments:** No amendments or modifications of this Agreement shall be binding unless made in writing and signed by the parties hereto.

**Assignment; Successors.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and any such assignment without such prior written consent shall be null and void; **provided, however,** that the Buyer or Seller, as the case may be, may assign this Agreement to any Affiliate without the prior consent of the other Parties; and **provided, further,** that no assignment pursuant to the foregoing proviso shall limit the assignors’ obligations hereunder. Subject to the preceding sentence, this Agreement will be binding upon, enure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

**Force Majeure:** A Party shall not be responsible for and shall have no liability for any failure on its part to perform or abide by any provision of this Agreement if such failure arises by reason of the occurrence of an act of force majeure. For the purposes of this section 1.15 “force majeure” shall mean any of the following:

- (a) an act of God;
- (b) an outbreak of hostilities, riot, civil disturbance or an act of terrorism;
- (c) the act of any government or a governmental agency or authority;
- (d) fire, explosion, flood;
- (e) theft, malicious damage, strike, lock-out or industrial action of any kind and delays by manufacturers, suppliers, shippers and couriers; or
- (f) any cause or circumstance whatsoever beyond a Party’s reasonable control.

If a Party is prevented, by reason of an event of force majeure, from performing or abiding by any of the provisions of this Agreement, that Party will use reasonable commercial efforts to partially perform and abide by such provision to the extent practicable having regard to the event of the force majeure.

Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Facsimile Signature. This Agreement may be executed by facsimile signature or by electronic mail and such signature shall constitute an original for all purposes.

Time of Essence. Time is of the essence with regard to all dates and time periods set forth or referred to in this Agreement.

No Presumption Against Drafting Party. The Parties acknowledge that each party to this Agreement and any Ancillary Agreements has been represented by counsel in connection with this Agreement, such Ancillary Agreements and the transactions contemplated by this Agreement and such Ancillary Agreements. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement or any Ancillary Agreement against the drafting party has no application and is expressly waived.

Binding Nature: This Agreement shall be binding upon and shall enure to the benefits of the parties hereto and their respective successors and permitted assigns.

Further Assurances: The Parties hereby agree to execute and deliver such further and other documents and perform or cause to be performed such further acts and things as may be necessary or desirable to give full effect to this Agreement.

Good Faith: A Party shall conduct himself diligently, act honestly and in good faith with a view to the best interests of the transaction, and their respective principals, and must exercise the care, diligence and skill that a reasonably prudent business person and agent would exercise in comparable circumstances.