

MUTUAL NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

This mutual non-circumvention and non-disclosure agreement (“Agreement”), dated as of (Effective date) by and between:

First Party: Martin CJ Mongiello, of Mongiello Holdings, LLC and The Inn of the Patriots, LLC having an address of 301 Cleveland Avenue, Grover, NC 28073, responsible for his behavior under law and monitored by his leading attorney, Toni Ann Marcolini, Esquire,

And

Second Party: \_\_\_\_\_, responsible for such corporation or his/her behavior under law,

having a valid mailing address of:

and having a general counsel or leading attorney of:

And any other parties as may now, or later, enter the deal, talks, email transmission under the Digital Signature Act may list their names and address here by typing or writing them in:

Four horizontal lines for listing additional parties.

WHEREAS the parties wish to cooperate with each other whereas the First party will relay information regarding:

To see the financial partners and entities listed in a long format Business, Financial, and Marketing Plan© (BFMP) inclusive of Presidential Foundations, Presidential families, private investors, and inclusive of equity infusion concerning the expansion of The Inn of the Patriots™, LLC, The US Presidential Culinary Museum®, and The US Presidential Service Center®.

Proforma tables with projections of five years and debt service proposals remain subject to architectural final fit and the final blueprints. These may affect the final debt service during retrofit and become subject to changes conducted based on project demands, cost-over runs, and unforeseen construction challenges. The BFMP©, TV series, and numerous items are protected by the Library of Congress with filed registrations, the Screen Writers Guild, and US Patent & Trademark Office. A number of items are family office sensitive.

to the Second Party, hereafter referred to as the subject business.

WHEREAS the parties mutually recognize that in the transaction of the subject business, each may learn from the other (including associates, agents, relatives, heirs or assigns) the identity, address and or telephone numbers and other means of access thereto of clients, brokers, sellers, financiers and/or bank or trust contractors and other pertinent miscellaneous contacts (hereinafter referred to as “confidential sources”) which, the other party acquired by the investment of time, expense and effort.

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AND WHEREAS the parties further mutually recognize that in the transaction of the subject business, each may learn from the other proprietary information about documents, product information, patents, engineering designs, equipment, sources of goods, loan sources, and other pertinent miscellaneous information (hereinafter referred to as "confidential information"), which the other party acquired by the investment of time, expense and effort.

Now, therefore in consideration of the mutual promises set forth herein, each party covenants and agrees with the other as follows:

1. For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Receiving Party or its Representatives (as defined herein), whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party; and (vi) any information generated by the Receiving Party or by its Representatives that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets. Confidential Information" shall also include this Agreement.

2. From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement, require such Representatives to be bound by written confidentiality restrictions no less stringent than those contained herein, and assume full liability for acts or omissions by its Representatives that are inconsistent with its obligations under this Agreement; (c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any

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modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

3. The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

4. That no party (including associates, agents, affiliate and/or representatives of such party) will attempt, directly or indirectly, to contact the other party’s confidential sources on matters relating to subject business or negotiate with the confidential sources or use confidential information of the other party, except through such other party.

5. Each party agrees that neither such party (including associates, agents, affiliates, and/or representatives of such party) will disclose to any third person or entity any confidential sources or confidential information of the other party obtained in the transaction of the subject business, without agreement of the parties herein.

6. If, in any event, either party on disclosure of the other party’s confidential sources, has had communications or contact within the past twelve months or is having communications or contact presently with the confidential source related to the subject business, said party must disclose within fifteen business days said previous working relationship and show written proof of such relationship.

7. The parties agree that this information shall not be considered confidential information and take the following actions:

a) Information which is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives in breach of this Agreement; (i) information which was known to the Receiving Party on a non-confidential basis prior to being furnished to the Receiving Party by the Disclosing Party; (ii) information which becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party unless such source was known or could reasonably be determined to be under a confidentiality obligation to the Disclosing Party, and (iii) information that is independently developed by Representatives of the Receiving Party who have not had access to the Confidential Information.

b) Each party will disclose publicly available unpaid taxes on the federal, state, and municipal level as well as publicly published liens, negative UCC filings, professional and financial censures by fiduciary, association, or guild enforcement authorities in any country, sex-offender registry under open law, SBA defaults and violations, unsealed and public law enforcement arrest, current court actions, and legal convictions.

c) Information which, after disclosure to the receiving party, becomes part of the public domain by written publication through no fault of the receiving party;

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d) Information which the other party can show by written document was within its possession at the time of disclosure to it and was not acquired directly or indirectly from the disclosing party;

e) Information which the receiving party can show was acquired after disclosure to it from a third party who did not receive it directly or indirectly from the disclosing party and who did not require the receiving party to hold such information in confidence.

8. The parties agree that both shall conduct himself/herself with due regard to the public conventions and morals. Neither shall, either while rendering such services under this collaboration or in his/her private life, commit an offense involving moral turpitude under Federal, state or local laws or ordinances. Neither shall commit any act or thing that will tend to degrade him in society or bring him into public hatred, public disrepute, contempt, scorn, or ridicule, or that will tend to shock, insult or offend the community or public morals or decency or prejudice the other party. Both parties agree that they shall not commit any act that indicates dishonesty or moral turpitude or that otherwise could materially injure the other's reputation.

9. Neither party may assign this Agreement, or any rights hereunder, without the prior written consent of the other party.

10. This Agreement may be executed in one or more counterparts (including by means of telecopied signature pages or signature pages delivered by electronic transmission in portable document format (pdf)), all of which taken together shall constitute one and the same instrument. This Agreement to the extent signed and delivered by means of a facsimile machine or electronic pdf transmission, shall be treated in all manner and respects as an original instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, the other party shall re-execute original forms thereof and deliver them to such other party. No party hereto or to any such instrument shall raise the use of a facsimile machine or electronic pdf transmission to deliver a signature or the fact that any signature or instrument was transmitted or communicated through the use of a facsimile machine or electronic pdf transmission as a defense to the formation of a contract and each party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

11. Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

12. Disputes. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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13. Each party agrees with the other that essentially, the spirit behind this agreement is one of mutual trust and confidence and reliance on each other to do what is fair and equitable and to act in good faith.

14. All additions or modifications to this Agreement must be made in writing, notarized, and must be signed by both parties. This Agreement shall be governed by, and construed in accordance with the laws of the District of Columbia in the United States and incorporates all laws and regulations relating to non-circumvention and non-disclosure or any other governmental entity having jurisdiction thereof. Digital communications are agreed upon to be subject to the Digital Signature Act.

15. This Agreement shall be binding upon the parties, their heirs, successors and assigns for a period of one year or for the duration of a transaction that may be completed between the parties from the effective date of this agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date:

Signature: ACAA7

Date: December 12, 2019

Martin CJ Mongiello, MBA, MA, MCFE

**Printed or Typed Name**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Printed or Typed Name**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Printed or Typed Name**

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