



T E A M

LEMON

ENTERPRISES, INC.

E X C E L L E N C E I S A B U S I N E S S V A L U E

CONFIDENTIALITY, NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

This Agreement is made as of **August 20, 2020** between **TEAM LEMON ENTERPRISES, INC.** (referred to as "Company" or "Disclosing Party") and _____ and _____ (referred to as "Receiving Party" or "Recipient") including all Brokers and end-buyers.

Intentions

Company and Receiving Party desire to explore, develop and bring a business concept developed by Company to market (the "Business Purpose"). In order to pursue the mutual Business Purposes, Company and Receiving Party recognize that there is a need for the Company to disclose to Receiving Party certain of its confidential information to be used only for the Business Purpose and a need for Receiving Party to protect the Company's confidential information from unauthorized use and disclosure.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and the continuing association of the Company with Receiving Party, the parties hereto agree as follows:

1. Confidential Information

CONFIDENTIAL INFORMATION shall mean any information relating to Company, its contacts and resources. Confidential Information shall also refer to any part of the business affairs of Company that are proprietary and confidential including any suppliers, customers, employees, investors or business contacts, whether communicated in oral, written, graphic or electronic form, including without limitation, concepts, techniques, financial, marketing, and other business information disclosed by Company or obtained by Receiving Party through observation or examination of the other party's business operations, or suppliers and any information Company has received from others which it is obligated to treat as confidential or proprietary. Furthermore, all telephone numbers, facsimile numbers, addresses, telex numbers, and any other documentation shall remain confidential. Additionally, Confidential Information shall include the following types of information encompassed in all proposals, presentations, marketing and sales plans, financial information, costs, pricing information, computer programs, customer information, customer lists, technologies, process information, mathematical formulas, algorithms, software programs, macros and all other methods, concepts, know-how of the Parties.

2. Identification of Confidential Information

Confidential Information shall include all written, electronic or oral disclosures, whether or not marked as confidential, unless it qualifies for Exclusion under Section 3. This Agreement applies to all prior communications and disclosures between the parties.

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3. Exclusions

Receiving Party, however, shall have no liability to the other party, under this Agreement with respect to the disclosure and/or use of any such Confidential Information that it can establish:

- (a) has become generally known or available to the public without breach of this Agreement by the Receiving Party;
- (b) was known by the Receiving Party before receiving such information from the Company; or
- (c) has been approved for release or use by written authorization of the Company.

4. Obligations The Receiving Party acknowledges that irreparable injury and damage will result from disclosure of Confidential Information to third parties, or utilization for purposes other than those strictly connected with the Business Purpose. Receiving Party agrees:

- (a) The Recipient shall, indefinitely, hold any Confidential Information in the strictest confidence and will not disclose any Confidential Information to any person or entity whatsoever, absent the prior express written instruction of the respective Disclosing Party who owns, controls, possesses and originated the Confidential Information. Any consent executed by a Disclosing Party regarding Confidential Information which was or is not owned, controlled, possessed or originated by such Disclosing Party shall be null and void. The Recipient shall take all steps necessary to ensure that any Confidential Information is held in the strictest confidence and that the terms and conditions of this Agreement are strictly adhered to by the Recipient and its employees and agents;
- (b) to use all reasonable precautions, consistent with the Receiving Party's treatment of its own confidential information of a similar nature, to prevent the unauthorized disclosure of the Confidential Information, including, without limitation, protection of documents from theft, unauthorized duplication and discovery of contents, and restrictions on access by other persons to such Confidential Information;
- (c) not to independently use any Confidential Information for any purpose, including but not limited to Receiving Party's own pecuniary gain or purposes, other than the Business Purpose;
- (d) Recipient further agrees to indemnify the Disclosing Party against any loss or liability resulting from, or arising in connection with, unauthorized use or disclosure of the Confidential Information by the Recipient or its directors, employees or other representatives; and,

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(e) Recipient shall not, without Company's express prior written consent, initiate or receive any direct communications from any other person or entity involved in any manner with the Business Purpose, including but not limited to persons or entities revealed as Confidential Information pursuant to this Agreement. Furthermore, Recipient shall not in any way commence, initiate, consummate, negotiate, or otherwise engage in any business transaction or relationship with any person or entity involved in any manner with the Business Purpose, including but not limited to persons or entities revealed as Confidential Information pursuant to this Agreement, without involving Company or having otherwise secured its prior written consent to such a transaction or relationship.

5. Permitted Disclosures

Receiving Party may disclose the Confidential Information to its responsible employees and professional advisers with a bona fide need to know such Confidential Information, but only to the extent necessary to carry out the Business Purpose and only if such employees are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.

6. Required Disclosures

Receiving Party may disclose the Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the Receiving Party uses reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment and provides the Company a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

7. Non-Circumvention

It is understood pursuant to this Agreement, that Company and Recipient may provide information relevant to pursuit and execution of the transactions contemplated, including but not limited to information and identification of persons, businesses, institutions, names, addresses, telephone numbers, documents, and agreements (such information hereinafter known as "Contacts"). The parties hereto do hereby mutually covenant and agree that Contacts which each shall provide through activities herein shall remain the exclusive and valuable property of the party providing such contacts. The parties hereto do solemnly agree, warrant and covenant not to negotiate or participate in any transaction within, by or through such Contacts without first entering into a written fee agreement between themselves relative to such Contacts. Be it further agreed that each party to this Agreement shall in no way, whatsoever, through agents, employees, or entities in which they may have a financial interest, but not limited to said financial

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interest, circumvent the financial interest of the other party providing said contacts for a period extended two (2) years beyond the term of this Agreement.

8. Copies and Abstracts

Receiving Party shall not make or use any copies, synopses or summaries of oral or written material, photographs or any other documentation or information made available or supplied by the Company to the Receiving Party except such as are necessary for the Receiving Party's internal communications in connection with carrying out the Business Purpose. All such copies and abstracts must themselves be maintained as confidential and the Receiving Party shall maintain a written record of the distribution of all such copies and abstracts.

9. Return of Confidential Information

Upon the Company's request, the Receiving Party will promptly return to the Company all copies of the Confidential Information, will destroy all notes, abstracts and other documents that contain Confidential Information, and will provide the Company a written certification of an officer of the Receiving Party that it has done so.

10. No Representations as to Accuracy

The Company warrants that it has the right to make the disclosure of Confidential Information contemplated by this Agreement. In providing the Confidential Information under this Agreement, the Company makes no representation, either express or implied, as to its adequacy, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such Confidential Information, and the Company shall not incur any responsibility or obligation whatsoever by reason of such Confidential Information.

11. Retention of Legal Rights

The Company retains all rights and remedies with respect to the Confidential Information afforded it under the patent and other laws of the United States and the States both during and after the term of this Agreement, including without limitation any trade secret or other laws designed to protect proprietary or confidential information.

12. No Creation of Ownership Rights

Nothing in this Agreement, nor any action taken by the Receiving Party, including, without limitation, any payment of monies by the Receiving Party to the Company, during any discussions prior to the consummation of the proposed acquisition or other business relationship shall be construed to convey to the Receiving Party any right, title

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or interest in the Confidential Information, or any license to use, sell, exploit, copy or further develop in any way any Confidential Information. No license is hereby granted or implied under any patent, copyright or trademark, any application for any of the foregoing, or any trade name, trade secret or other proprietary information, in which the Company has any right, title or interest.

13. Public Announcement

All public announcements or other statements to third parties related to the discussions referred to in the recitals of this Agreement by either of the parties shall be subject to prior approval by the other party, except for such statements as may be necessary, in the opinion of their respective counsel, to comply with the requirements of any law, governmental order, or regulation.

14. Liquidated Damages and Injunctive Relief Receiving Party will, for every breach of any stipulation contained in this agreement, pay to Company \$100,000 as liquidated damages, and it is declared and agreed by the parties that these sums shall, without proof, be deemed to represent the damages actually sustained by Company by reason of the breach, provided, however, that such provision in reference to liquidated damages is intended to be, and shall be cumulative, and shall be in addition to every other remedy now or hereafter existing at law or in equity, or by statute, and shall not in any wise interfere with any right or rights on the part of Company to enjoin or restrain Receiving Party from any violation of this agreement, or any part of it. Receiving Party acknowledges that the unauthorized use or disclosure of the Confidential Information would cause irreparable harm to the Company. Accordingly, the Receiving Party agrees that the Company will have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

15. Applicable Law

This Agreement will be construed, interpreted and applied in accordance with the laws of the District of Columbia (excluding its body of law controlling conflicts of law).

16. Entire Agreement, Amendments, Prior Discussions

This Agreement constitutes the final, exclusive and complete statement of the parties agreement respecting the subject matter addressed herein. This Agreement may not subsequently be amended or modified except by a writing signed by both parties hereto. The Receiving Party hereby confirms that any information disclosed to it by the Company, or any discussions held between the parties, prior to the date of this Agreement shall be subject to the terms of this Agreement.

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17. Successors and Assigns

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns.

18. Survival

This Agreement shall survive the cessation of any discussions between the parties with regard to the Business Purpose.

19. Severability

If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

20. Attorneys' Fees

In the event any suit or other action is commenced to construe or enforce any provision of this Agreement, the prevailing party, in addition to all other amounts such party shall be entitled to receive from the other party, shall be paid by the other party a reasonable sum for attorneys' fees and costs.

21. Counterparts

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

<p>COMPANY: TEAM LEMON ENTERPRISES, INC.</p> <hr/> <p>BY: YOLANDA LEMON, PRESIDENT/COO</p>	<p>RECEIVING PARTY: _____</p> <p>SIGNATURE: _____</p> <p>BY: (PRINT) _____</p>
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