



NON-DISCLOSURE AGREEMENT

Effective Date: 04/05/2025

(Minnesota - Unilateral)

This Non-Disclosure Agreement ("Agreement") is entered into as of the date the Idea Submission Form ("Form") is submitted on thefiretalon.com website by and between:

Disclosing Party:

Full Legal Name and email address provided on the Form.

and

Receiving Party (Business):

Name: Really Cool Stuff LLP ("RCS"), a registered business in the state of Minnesota

Address: 6107 190TH Street Lester Prairie, MN 55354

Collectively referred to as the "Parties."

1. Purpose

The Disclosing Party intends to disclose certain confidential and proprietary information ("Confidential Information") to the Receiving Party for the purpose of evaluating a potential business relationship or product submission.

2. Definition of Confidential Information

"Confidential Information" includes any non-public, proprietary, or sensitive information provided by the Disclosing Party, whether in oral, written, electronic, or other form, including but not limited to product ideas, concepts, designs, trade secrets, inventions, business plans, and technical data.

Confidential Information does not include information that:

- Was already lawfully known by the Receiving Party at the time of disclosure;
- Becomes publicly known through no fault of the Receiving Party;
- Is disclosed to the Receiving Party by a third party lawfully and without breach of confidentiality;
- Is independently developed by the Receiving Party without reference to the Confidential Information.

3. Obligations of Receiving Party

The Receiving Party agrees to:

- Use the Confidential Information solely for the purpose described above;

- Not disclose the Confidential Information to any third party, including, but not limited to any business affiliates of RCS, without prior written consent;
- Take reasonable precautions to protect the confidentiality of the information.

4. No License or Ownership

Nothing in this Agreement grants the Receiving Party any rights to or ownership of the Confidential Information except as expressly stated herein.

5. Term

This Agreement shall remain in effect for a period of two (2) years from the date of disclosure of the Confidential Information. The obligations of confidentiality survive the termination of this Agreement for the same two-year period.

6. Return or Destruction of Information

Upon request, the Receiving Party shall promptly return or destroy all materials containing Confidential Information and certify in writing that such materials have been returned or destroyed.

7. Remedies

The Parties agree that any breach of this Agreement may cause irreparable harm to the Parties. Accordingly, the Parties shall be entitled to seek injunctive or equitable relief in addition to any other remedies available at law.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of law principles. Any disputes shall be resolved in the state or federal courts located within Hennepin County, Minnesota.

9. Miscellaneous

- This Agreement represents the entire understanding between the Parties.
- Any amendments, including any rights to or ownership of the Confidential Information must be in writing and signed by both Parties.
- If any provision is held invalid, the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the Parties have executed this Non-Disclosure Agreement as of the Agreement Effective Date (the date the Form is submitted to Really Cool Stuff LLP).

RECEIVING PARTY (BUSINESS)

Signature: 

Name: James D Mendoza Date: as indicated on the submitted Form

Title: CEO, Co-owner