

**CONFIDENTIALITY,
NON-DISCLOSURE AGREEMENT & WARRANT ISSUANCE CONDITIONS
With
NON-CIRCUMVENTION**

THIS MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (the "Agreement") is entered into as of the ____ day of _____, 2018, by and between Global Marketing Empire Solutions LLC, a Texas Limited Liability Corporation ("GMES")

and _____

From this point referred to as "client"

WITNESSETH:

WHEREAS, "GMES" and "CLIENT" wish to enter into discussions for consideration of a possible strategic relationship between the parties (the "Discussions"); and

WHEREAS, the parties may disclose certain Confidential Information (as defined below) to each other in connection with the "Discussions" (the party disclosing the Confidential Information shall be the "Disclosing Party" and the party receiving the Confidential Information shall be the "Recipient").

NOW THEREFORE, in consideration of the mutual covenants and premises contained herein, the parties hereto agree as follows:

1. **Discussions.** Discussions shall include, but are not limited to including, all telephone calls; conferences, electronic or otherwise; e-mails, written correspondence or any other form of communication by and between "GMES" and "CLIENT" in which negotiations took place or in which Confidential Information was disseminated by either party.

2. **Confidential Information.** Confidential Information, as used in this Agreement, shall mean all information (including but not limited to negotiations) pertaining to the Disclosing Party's business which the other party has access to, or learns during the "Discussions". Without limiting the generality of the foregoing, Confidential Information shall include the existence of this Agreement, all transactions contemplated in connection with this Agreement, sales records, profits and performance reports, pricing manuals and lists, sales manuals and lists, training materials, selling and pricing procedures, financing methods, customer lists, special requirements of particular customers generally for the products of the Disclosing Party, specifications of any new products or lines of business under development or

consideration, launch plans or dates, sources of supply of integrated components and materials used for production, assembly, and packaging and the quality, price and useage of such components and materials, business plans and internal financial statements and projections. Such information shall be Confidential Information whether it is disclosed by plans, drawings, reports, or other written materials provided by the Disclosing Party, by conversations with the Disclosing Party's employees or agents, by observation or inspection of physical objects or electronic displays, or by any other method. Confidential Information shall also include Development Information and Trade Secret Information as defined hereunder in this Agreement. Confidential Information shall not include information that: (i) is or becomes a matter of public knowledge through no fault of Recipient, (ii) was known, possessed or independently developed by Recipient prior to the receipt of such Confidential Information from the Disclosing Party and can be shown as such through written records; or (iii) was rightfully disclosed to Recipient by a third party not subject to, or bound by, a confidentiality agreement or other contractual, legal or fiduciary obligation of secrecy to the Disclosing Party.

3. **Development Information.** Development Information mean all information pertaining to technological, financial and operating ideas, processes, and materials, specifically including all inventions, discoveries, improvements, enhancements, computer program ideas and expressions, computer hardware concepts and implementations, program materials (including without limitation program and project ideas, source and object code, program listings, programming notes and documentation, flow-charts, and system and user documentation), system designs, operating processes, equipment designs, blue prints, product specifications, written materials, graphics and any other ideas or works of authorship relating to software or hardware development.

4. **Trade Secret Information.** Trade Secret Information means all information pertaining to the whole or any portion or phase of any scientific or technical information that is valuable and secret (in the sense that it is not generally known). To the extent consistent with foregoing definition, Trade Secret Information includes without limitation specialized information and technology developed or acquired by the Disclosing Party including without limitation program and project ideas, source and object code, program listings, programming notes and documentation, flow-charts, and system and user documentation, system designs, operating processes, equipment designs, blue prints and product specifications.

5. **Confidentiality.** Except as required by applicable law, regulation or legal process, the Confidential Information(which includes Development Information and Trade Secret Information as defined herein) shall remain the property of "Disclosing Party", shall be kept confidential, and shall not be disclosed, published or disseminated in any manner by the "Recipient", in whole or in part, directly or indirectly, without the prior written consent of "Disclosing Party", which consent may be withheld with or without cause. Furthermore, no Confidential Information (which includes Development Information and Trade Secret Information as defined herein) shall be used by the

“Recipient” except in connection with the “Discussions” without “Disclosing Party’s” prior written consent, which consent may be withheld with or without cause.

6. **No Grant of Proprietary Rights.** The Confidential Information, and the tangible objects containing Confidential Information, whether created by the Disclosing Party or not, shall be the sole and exclusive property of the Disclosing Party and Recipient’s only rights thereto shall be pursuant to this Agreement. Recipient shall, immediately upon the Disclosing Party’s request, or upon the consummation or termination of the negotiations relating to the Discussions, deliver to the Disclosing Party each and every original, copy, complete or partial reproduction, abstract and summary, however reproduced, of all documents and all original and complete or partial reproduction of all physical objects owned by the Disclosing Party then in Recipient’s custody or control. The Disclosing Party may terminate Recipient’s access to the Developments Information, Trade Secret Information, Confidential Information at any time and, upon the request of the Disclosing Party, Recipient shall: (i) delete from Recipient’s computer systems all Developments Information, Trade Secret Information, and Confidential Information, and (ii) return to the Disclosing Party any and all Confidential Information then in the possession of Recipient, together with all copies thereof.

7. **Relief.** Each party acknowledges that a breach of this Agreement may result in irreparable injury and damage to the Disclosing Party that will not be adequately compensated by money damages, that the Disclosing Party will have no adequate remedy at law for any such breach of this Agreement. Accordingly, the Disclosing Party may enforce obligations pursuant to this Agreement and shall be entitled to specific performance and injunctive relief and any other appropriate equitable remedies (in addition to any other remedies available under applicable law) for any breach hereof by the Recipient. In addition, if a court determines that the Recipient has breached its obligations pursuant to this Agreement and issues a final judgment against the Recipient in respect of the breach, the Disclosing Party will be entitled to payment of its reasonable legal fees and disbursements, court costs and other expenses of enforcing, defending or otherwise protecting its interests hereunder.

8. **Non-Circumvention.** Each party to this Agreement agrees not to utilize any Information for its own use or for the use by any partner, affiliate, employee, consultant, agent, successor or assignee unless they execute and agree to be bound by the same terms as this Confidentiality Agreement prior to receipt thereof and further agrees that it will not use any Information to gain advantage, explore or exploit or usurp any opportunity presented, implied or suggested by the Information or, in any way or manner, circumvent the trade advantages, proprietary interests or opportunities of the other party, expressed or implied, as a result of receiving the Information, the intent being to bar the circumvention or usurpation of any advantage, knowledge or opportunity known to a party hereto and disseminated to the other party.

9. **Survivability.** Each party’s obligations under this Agreement to protect Confidential Information shall survive the termination of the negotiations related to, or

the consummation of, the Discussions. The Disclosing Party may terminate Recipient's access to the Confidential Information at any time, for any reason, or for no reason at all.

10. **No Warranty.** Neither party makes any representations or warranties as to the accuracy or completeness of the Confidential Information disclosed.

11. **General.**

a. **Term.** This Agreement shall be for a period of two (2) years after the last day of contracted business dealings conclude or three (3) years whichever period is longer and shall commence on the date first set forth above.

b. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements concerning the subject matter covered by this Agreement.

c. **No Further Obligation.** Both parties agree that neither of them shall have any obligation or liability regarding the Discussions referred to herein, except with respect to confidentiality and nondisclosure as provided herein.

d. **No Waiver.** No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. No provision in this Agreement can be waived or amended except by written consent of all parties hereto.

e. **Assignment.** Neither party may assign or transfer any rights or obligations under this Confidentiality and Nondisclosure Agreement without the prior written consent of the other party. This Confidentiality and Nondisclosure Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns and subsidiaries and partner companies.

f. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not affect any other provision hereunder.

g. **Governing Law.** This agreement shall governed by, and construed in accordance with, the laws of the State of Texas (without regard to conflict of laws principles) and each party consents to jurisdiction and to the laying of venue in either Harris County, Texas or Frisco County, Texas.

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

****This Section Purposely Left Blank****

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

COMPANY:GLOBAL MARKETING
EMPIRE SOLUTIONS LLC

_____.

By: _____

By: _____

Name: _____

Name:_____

Title: _____

Title:

Date: _____

Date: _____