

MUTUAL CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is made _____ by and between _____ (the Disclosing Party) and Freedom Innovation LLC (the Recipient).

WITNESSETH:

WHEREAS, the parties hereto are engaged in discussions regarding product development, engineering, manufacturing, patent, trademark, distribution, images, product branding and marketing for the _____ product invention (the “Purpose”); and

WHEREAS, in the course of fulfilling the Purpose, the parties may disclose to each other confidential and proprietary information, including data, drawings, information, trade secrets and other materials and shall treat this information, as well as the fact that these discussions are taking place, as confidential (“Confidential Information”) pursuant to the terms of this agreement; and

WHEREAS, the parties desire that the disclosure of any such information shall be made on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Use of Confidential Information. The party receiving Confidential Information (“Recipient”) shall make use of the Confidential Information only for the Purpose and, except as provided below, not provide it to any other person. Recipient will notify each employee, agent, affiliate or consultant involved in the business discussions or who may have any occasion to view, handle, or obtain any of the Confidential Information, of the terms of this Agreement and shall require any unaffiliated person to enter into an agreement with terms similar to this. Recipient further agrees that such Confidential Information will be made available only to those of its respective employees, agents, affiliates or consultants with a need-to know basis and shall be responsible for any disclosure by such person in breach hereof.
2. Confidentiality Period. This Agreement and Recipient’s duty to protect Confidential Information is in perpetuity.
3. Standard of Care. Recipient shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination or publication of the Confidential Information as Recipient uses to protect its own Confidential Information.
4. Identification. Recipient’s obligation shall extend to all Confidential Information that is described in Paragraph 1, and that: (a) is marked as confidential at the time of disclosure; or (b) is unmarked (e.g. orally disclosed) but treated as confidential at the time of disclosure.
5. Exclusions. This Agreement imposes no obligation upon Recipient with respect to information that: (a) was rightfully in Recipient’s possession before receipt from the disclosing party (the “Disclosing Party”); (b) is disclosed under operation of court order, law, rule or regulation (including the regulations of the US Securities and Exchange Commission); or (c) is disclosed by Recipient with Disclosing Party’s prior written approval.
6. Rights. The Disclosing Party retains all current and future intellectual property rights under this Agreement.
7. Return or Destruction. Recipient will return to the Disclosing Party upon demand, or in the event either party ceases to be interested in pursuing the Purpose, all Confidential Information provided to Recipient and produced for the Disclosing Party’s project, including all copies thereof which

may have been made by or on behalf of Recipient, and Recipient shall destroy, or cause to be destroyed, all notes or memoranda or other stored information of any kind prepared by Recipient relating to the Confidential Information or negotiations generally.

8. Representations and Warranties. The parties acknowledge that, except as may be set forth in a definitive, written agreement relating to the Purpose, neither party nor any of its directors, officers, employees, affiliates or advisors shall have been deemed to make, or shall be responsible for, any representations or warranties, express or implied, with respect to the accuracy or completeness of the confidential Information supplied under this Agreement. Further, it is acknowledged hereby by the parties that only those representations and warranties made by the parties in a definitive, written agreement relating to the Purpose shall have any force or effect.
9. Remedies. Recipient acknowledges and agrees that in the event of any breach of this Agreement, the Disclosing Party would be irreparably and immediately harmed. It is accordingly agreed that Disclosing Party, in addition to any other remedy to which it may be entitled in law or equity, shall be entitled to an injunction, injunctions, and/or by monetary damages to prevent breaches of this Agreement, and to compel specific performance of this Agreement, without the need for proof of actual damages.
10. No Relationship. This Agreement does not create any agency or partnership relationship.
11. Entire Agreement. This Agreement embodies the entire understanding between the parties pertaining to the subject matter hereof. Any additions or modifications to this Agreement must be made in writing and must be signed by both parties. If any provision of this Agreement for any reason is deemed illegal or otherwise unenforceable, then the validity of the remaining provisions shall not be affected; the unenforceable provision shall be deemed not to be a part of this Agreement, and this Agreement shall be construed as if such provision had never been a part of it.
12. Jurisdiction. This Agreement is made under, and shall be construed according to, the substantive laws of the State of Texas, the United States, and the International Patent Cooperation Treaty, without regard to the conflict of law provisions.

Name: _____

Signature: _____

Name: A'Mera Frieman, CEO
Dbra Freedom Innovation LLC

Signature: _____