



## NON-DISCLOSURE AGREEMENT

THIS AGREEMENT governs the disclosure of information by and between MANNERS 4 MINORS (hereinafter referred to as the "Owner" of information) and

<hr/> <p>(Hereinafter referred to as the "Recipient" of information)</p> <p>ID NUMBER _____</p> <p>CELL NUMBER _____</p> <p>E-MAIL ADDRESS _____</p> <p style="text-align: center;">As of the effective date: ____/____/20__</p>
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WHEREIN THE Recipient agrees not to disclose, use or act on any information divulged by the Owner with respect to the products, services and operation of MANNERS 4 MINORS.

### 1. DEFINITION OF CONFIDENTIAL INFORMATION.

As used herein, "Confidential Information" shall mean any and all technical and non-technical information related to provided by the Owner to the Recipient, including but not limited to patent(s) and patent applications, 2. trade secret, 3. copyrighted information 4. proprietary information such as: ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing party provides regarding third parties.

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## 2. TERM AND TERMINATION.

This Agreement shall terminate two (2) year(s) after the Effective Date. The Recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Recipient's heirs, successors and assigns for a period of five (5) years. Upon termination or expiration of the Agreement, or upon written request of the other party, each party shall promptly return to the other all documents and other tangible materials representing the other's Confidential Information and all copies thereof.

## 3. WARRANTIES.

Each party represents and warrants to the other party that (i) it has the requisite authority to enter into and perform this Agreement, (ii) this Agreement constitutes its legally binding obligation, enforceable in accordance with its terms, and (iii) its execution and performance under this Agreement, including its disclosure of Confidential Information to the Recipient, will not result in a breach of any obligation to any third party or infringe or otherwise violate any third party's rights.

## 4. NO GRANT OF RIGHTS.

The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither party shall make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the other party.

## 5. EQUITABLE REMEDIES.

Recipient acknowledges that Recipient's breach of this Agreement may cause irreparable harm to Owner for which Owner is entitled to seek injunctive or other equitable relief as well as monetary damages.

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## 6. MISCELLANEOUS.

Neither party shall transfer or assign this Agreement to any other person or entity, whether by operation of law or otherwise, without the prior written consent of the other. Any such attempted assignment shall be void and of no effect. This Agreement shall be governed by, enforced under, and construed and interpreted in accordance with, the laws of without reference to conflict of laws principles. Each party agrees consents to venue and personal jurisdiction in. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. Neither party will assign or transfer any rights or obligations under this Agreement, including by operation of law, without the prior written consent of the other party. The Agreement is the complete and exclusive agreement regarding the disclosure of Confidential Information between the parties, and replace any prior oral or written communications between the parties regarding Confidential Information. This Agreement may be signed in multiple copies, each of which shall constitute the same instrument. Once completely executed, any reproduction of this Agreement made by reliable means shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused this Non-Disclosure Agreement to be executed as of the Effective Date.

For the Recipient:

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(signed at)

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(print name)

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(signature)

For the Owner:

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(signed at)

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(print name)

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(signature)