



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("**Agreement**") is entered into as of the Effective Date set forth below between ****

The Parties are entering into this Agreement to protect the confidentiality of information to be disclosed in support of an existing or planned business relationship relating to ****. In consideration thereof, and intending to be legally bound, the Parties agree as follows:

1. Party Representatives. The Parties' contacts for purposes of this Agreement are:

For ***:

For Company:

For Company:

2. Definition. "**Confidential Information**" means any information disclosed by one Party ("**Discloser**") to the other Party ("**Recipient**") during the Term of this Agreement, regardless of the form or manner of disclosure, concerning (a) a Party's business affairs and plans (including without limitation all types of business, financial, strategic, scientific, economic, engineering and operational data and information), performance, quality, technologies, inventions, intellectual property, products, services, processes, procedures, know-how, customers, suppliers, facilities, proposals, and pricing, (b) the fact that discussions or negotiations are taking place concerning the Purpose, (c) information traditionally recognized as proprietary trade secrets, (d) all data and information about a Party's customers (current, former or prospective) and officers, directors, employees, agents, distributors, and consultants, (e) all PII (as defined below) and (f) all copies of any of the foregoing or any analyses, studies or reports to the extent they contain, are based on, or reflect any of the foregoing.

3. Exclusions. Confidential Information will not include any information that: (a) is in or becomes part of the public domain through no fault of Recipient; (b) was in Recipient's possession before receipt from Discloser and was not subject to a duty of confidentiality to Discloser; (c) is lawfully received by Recipient from a third party who has the right to disclose it and who provides it without any breach, direct or indirect, of a duty of confidentiality to Discloser; (d) is independently developed without use of or reference to the Discloser's Confidential Information as evidenced by Recipient's written records. If Recipient is legally required to disclose Discloser's Confidential Information, so far as it is lawful and practicable to do so prior to such disclosure, Recipient will notify the Discloser with a view to afford the Discloser an opportunity to seek a protective order or other appropriate remedy. If such a protective order or other remedy is not

obtained, Recipient will furnish only that portion of the Discloser's Confidential Information and other information that it is legally obligated to disclose.

4. Protection of Confidential Information. Recipient will (a) hold the Confidential Information in confidence and not disclose the Confidential Information to any third party other than as expressly permitted in this Section; (b) protect the Confidential Information from unauthorized use or disclosure by using the same degree of care as Recipient uses to protect its own Confidential Information, but no less than a reasonable degree of care; and (c) not use any Confidential Information for any purpose other than the Purpose. Recipient will only disclose the Confidential Information on a need-to-know basis to its Subsidiaries, and its and their directors, officers, and employees (such Subsidiaries and individuals, collectively, the "**Authorized Representatives**") in furtherance of the Purpose or to the extent necessary to establish rights or enforce obligations under this Agreement; *provided, however*, that each such Authorized Representative has signed an agreement containing, or is otherwise bound to the Recipient by, confidentiality and non-use obligations no less restrictive than those set forth in this Agreement. Subject to the restrictions set forth above, each Party and/or its Authorized Representatives may disclose Confidential Information to, or receive it from, the other Party and/or its Authorized Representatives. Each Party will be responsible for any breach of this Agreement by its Authorized Representative(s). "**Subsidiary**" means, with respect to any Party, any corporation, partnership, limited liability company, or other entity in which such Party has a direct or indirect equity or ownership interest in excess of 80%.

5. Personally Identifiable Information. "**PII**" means any information that identifies, or is reasonably capable of being identified with, a particular individual, such as names, addresses, telephone numbers, electronic addresses, social security numbers, credit card numbers, medical records, and demographic information. Each Recipient of PII under this Agreement will comply with all privacy and data protection laws, rules and regulations which are or which may in the future be applicable to PII.

6. Term. This Agreement will continue for **two (2) year** after the Effective Date unless terminated earlier ("**Term**"). Either Party may terminate the Agreement at any time by giving ten (10) days prior written notice, provided, however, that Recipient's obligations with respect to the Confidential Information hereunder will survive any termination or expiration of this Agreement for a period of **five (5) years** following the effective termination date.



7. Retention of Confidential Information. At any time upon request, Recipient will return or destroy all Confidential Information provided by Discloser (including all copies), and will destroy all notes and memoranda to the extent they contain Discloser's Confidential Information, and will make no further use of any Confidential Information, except that Recipient may retain one archival copy of the Confidential Information in a secure location for the purpose of demonstrating compliance with this Agreement and Recipient will not be required to delete electronic copies on computer back-up devices made for the purpose of disaster recovery. In the event of destruction, and upon the request of Discloser, Recipient agrees to certify in writing that such destruction has been accomplished. Notwithstanding the foregoing, Recipient acknowledges that its obligations under this Agreement with respect to PII will remain in effect for as long as such information remains PII under applicable law.

8. Proprietary Rights. Each Party will retain all right, title and interest in and to its Confidential Information, including all improvements, modifications, derivative works, copies or summaries thereof. No Party to this Agreement acquires any patent, copyright or other intellectual property rights or any other rights or licenses under this Agreement, except as expressly provided in this Agreement. Discloser understands that Recipient may currently or in the future be developing information internally, or receiving information from third parties that may be similar to Discloser's Confidential Information. Nothing in this Agreement will be construed to preclude either Party from developing, using, marketing, licensing, and/or selling any product or service that is developed by Recipient without use of or reference to Discloser's Confidential Information.

9. Injunctive Relief. The Parties acknowledge that a violation of Recipient's obligations with respect to Confidential Information could cause irreparable harm to Discloser for which a remedy at law would be inadequate. Therefore, in addition to remedies available at law, in the event of a breach of this Agreement the Discloser will be entitled to seek an injunction or other equitable remedies in all legal proceedings.

10. No Further Obligations. The Parties do not intend that any agency or partnership relationship be created by this Agreement, or any other relationship except that of independent contracting parties. No Party has any obligation to purchase any product or service from the other Party, or to offer for sale any products or services using or incorporating its Confidential Information. Nothing in this Agreement obligates a Party to enter into any further agreement or arrangements, or to furnish any Confidential Information or any other information or materials.

11. No Commitment. The Parties agree that unless and until a definitive agreement between them with respect to the Purpose has been executed and delivered, No Party will be under any legal obligation of any kind with respect to a possible business relationship, except for the matters specifically agreed to in this Agreement. All expenses, costs, liabilities, obligations or losses incurred by either Party pursuant to this Agreement and the discussions and related effort regarding the Purpose will be borne by the Party incurring such charges.

12. Limited Warranty. Discloser warrants that it has the right to make the disclosures it makes under this Agreement. Except for the foregoing, Discloser makes no other representations or warranties with respect to the information disclosed hereunder. ALL INFORMATION (CONFIDENTIAL OR OTHERWISE) IS PROVIDED BY DISCLOSER "AS IS", AND DISCLOSER MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE INFORMATION, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ACCURACY. ANY RELIANCE ON DISCLOSER'S INFORMATION WILL BE EXCLUSIVELY AT THE RECIPIENT'S OWN RISK.

13. Compliance with Laws. Each Party will be responsible for its own compliance with all relevant laws and regulations of any applicable jurisdiction with respect to its obligations in this Agreement and the Confidential Information.

14. Controlling Law and Jurisdiction. This Agreement will be governed by and construed under the laws of the State of Texas, USA, without reference to conflicts of laws principles. With respect to any disputes arising out of this Agreement, each Party consents to the personal and exclusive jurisdiction and venue of the state and federal courts in Houston, Texas, USA.

15. No Publicity. No Party will make any press releases or other public announcement regarding this Agreement without the express prior written consent of the other Party.

16. Assignment. No Party will assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise) or any rights or obligations hereunder without the prior written consent of the other Party; *provided, however,* that the Parties may assign this Agreement to any person or entity acquiring all or substantially all of a Party's business or assets to which the Confidential Information primarily relates. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of, and be enforceable by, each Party and its permitted successors and assigns.



17. General.

(a) This Agreement sets forth the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior and contemporaneous agreements concerning such Confidential Information, whether written or oral.

(b) This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, pdf, or electronic signature will have the same force and effect as if the signature were an original.

(c) All additions or modifications to this Agreement must be made in writing and must be signed by an authorized officer of both Parties.

(d) Any failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision. Any waiver to be effective must be in writing signed by an authorized officer of the waiving Party.

(e) If any provision of this Agreement is held to be illegal, invalid or otherwise not enforceable, such provision will be enforced to the maximum extent permissible to effect the intent of the Parties and the remaining provisions will remain in full force and effect.

(f) This Agreement has been drafted and executed in the English language and any translation is furnished solely for convenience. The original English text will be binding and will control and prevail in case of any variance between the English version and any translation.

(g) All notices required by this Agreement will be in English, and will be deemed duly given on the day such notice is personally delivered, two business days after such notice is sent by confirmed express courier service (such as Federal Express, DHL, or an equivalent service), or five business days after such notice is mailed by first class registered mail (charges and postage prepaid), to the address for each Party set forth below, or to such other address as either Party may designate by proper written notice to the other.

(h) Each Party warrants and represents that the person whose signature appears below as signatory for it has been and is on the date hereof duly authorized by all necessary and appropriate action to execute this Agreement.

Effective Date: **//******

Growth Execution Consulting, LLC.	*****
By	By
Name: Sam Vallagomesa	Name: *****
Title: Founder, Lead Executive	Title: *****
Address for Notices Growth Execution Consulting, LLC. 2802 W. Kingsbury St. Seguin, Texas, 78155 USA	Address for Notices ***** ***** ***** *****

