CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into on November 26, 2023, by and between:

Pavlos Enterprises, hereinafter referred to as the "Disclosing Party,"

and

 Ajanté Fraser   , hereinafter referred to as the "Receiving Party."

Collectively referred to as the "Parties."

RECITALS:

WHEREAS, the Disclosing Party possesses certain confidential and proprietary information (the "Confidential Information") related to

1. Trade secrets, inventions, and intellectual property.
2. Business plans, strategies, and financial data.
3. Research and development efforts, including ongoing and planned projects.
4. Customer lists, contact information, and client relationships.
5. Marketing plans, pricing strategies, and sales data.
6. Operational processes, procedures, and proprietary software.
7. Any other information that is designated as confidential by Probe Reality or that would be reasonably understood to be confidential given the nature of the information and the circumstances of disclosure.

;

WHEREAS, the Receiving Party desires to receive and review such Confidential Information for the purpose of deciding whether to work with Disclosing Party; and

WHEREAS, the Parties wish to enter into this Agreement to protect the confidentiality of the Confidential Information.

AGREEMENT:

1. Confidential Information:

The term "Confidential Information" shall include any information or data, regardless of form, that is disclosed by the Disclosing Party to the Receiving Party and is marked as "confidential" or is disclosed orally and identified as confidential at the time of disclosure.

2. Obligations of the Receiving Party:

The Receiving Party agrees to the following obligations with respect to the Confidential Information:

a. To use the Confidential Information only for the purpose stated in the recitals above.

b. To keep the Confidential Information confidential and not disclose it to any third party without the prior written consent of the Disclosing Party.

c. To employ reasonable measures to protect the confidentiality of the Confidential Information and prevent its unauthorized disclosure.

d. To limit access to the Confidential Information to employees, contractors, or agents who have a legitimate need to know for the purpose stated in the recitals above and who are bound by similar confidentiality obligations.

3. Exceptions:

The obligations set forth in Section 2 shall not apply to any information that:

a. Is or becomes publicly known through no fault of the Receiving Party.

b. Was in the Receiving Party's possession prior to receiving it from the Disclosing Party.

c. Is rightfully obtained by the Receiving Party from a third party without any obligation of confidentiality.

d. Is independently developed by the Receiving Party without the use of or reference to the Confidential Information.

4. Duration:

The obligations of confidentiality under this Agreement shall continue for a period of *indefinitely* from the Effective Date or until such time as the Confidential Information becomes publicly known through no fault of the Receiving Party.

5. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of Jamaica.

6. Entire Agreement:

This Agreement contains the entire understanding of the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Confidentiality Agreement as of the Effective Date.
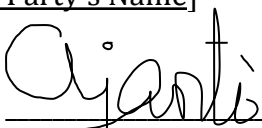
Disclosing Party:

Pavlos Enterprises

Signature: _____

Date: _____

Receiving Party:

[Recipient Party's Name]

Signature: _____

Date: _____November 26, 2023_____