

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is entered into and effective as of the last date of signature hereto by and between BlendCham Consulting LLC, a LLC corporation/partnership/individual with its principal place of business at Atlanta GA (the "**Company**"), and **Acuant, Inc.**, a Delaware corporation with its principal place of business at 6080 Center Drive, Suite 850, Los Angeles, CA 90045 ("**Acuant**").

The parties will be discussing a potential transaction concerning integration & pricing (the "**Purpose**") and in the course of their discussions, may disclose to each other Confidential Information (as hereinafter defined).

NOW, THEREFORE, in consideration of the foregoing, the Company and Acuant mutually agree as follows:

1. For purposes of this Agreement, the following terms shall have the following meaning:
 - 1.1 "**Confidential Information**" shall mean all information and images disclosed orally, in writing or electronically which the Receiving Party knows or has reason to know may be confidential by the very nature of the information or the method by which such information was transmitted including, without limitation, data, technology, know-how, inventions, discoveries, designs, processes, formulations, models, equipment, algorithms, software programs, interfaces, documents, images, specifications, information concerning research and development work, and/or trade and business secrets. Confidential Information will also include information disclosed by the Disclosing Party which relates to current, planned or proposed products, marketing and business plans, forecasts, projections and analyses, financial information, and customer information. Each party shall determine in its sole discretion what information and materials it shall disclose to the other party. Confidential Information shall also include information which was not intentionally disclosed by the Disclosing Party but comes into the Receiving Party's possession as a result of being on the Disclosing Party's premises.
 - 1.2 "**Disclosing Party**" shall mean the party that either owns or has the authority to disclose the Confidential Information and discloses it to the other party hereto.
 - 1.3 "**Receiving Party**" shall mean the party that receives the Confidential Information of the other party hereto.
2. The Receiving Party agrees that it will not copy or use the Confidential Information except for the Purpose defined herein. Unless otherwise provided in this Agreement, the Receiving Party shall not acquire any rights in the Confidential Information. This Agreement grants no license by either party to the other, either directly or by implication, estoppel or otherwise.
3. The Receiving Party agrees that it shall hold all Confidential Information in strict confidence and take all reasonable steps to safeguard the Confidential Information including, without limitation, those steps that it takes to protect its own Confidential Information of a similar nature but in no event with less than a reasonable standard of care.
4. The Receiving Party agrees to limit its disclosure of Confidential Information only to those of its employees who need to know such information and who have signed a written agreement with the Receiving Party binding them to terms and conditions substantially similar to those of this Agreement. The Receiving Party shall not disclose any Confidential Information to any third party without the prior written approval of the Disclosing Party and the Receiving Party shall remain liable for any breach of this Agreement by such third parties.

5. For the purposes of this Agreement, Confidential Information shall not include any information which:
 - (a) is already known to the Receiving Party prior to the disclosure hereunder or is publicly available at the time of disclosure;
 - (b) becomes known to the general public after disclosure through no act of the Receiving Party in breach of this Agreement;
 - (c) is disclosed to the Receiving Party by a third party who is not, to the knowledge of the Receiving Party, in breach of an obligation of confidentiality;
 - (d) was or is independently developed by the Receiving Party without use of the Confidential Information disclosed by the Disclosing Party; or
 - (e) is disclosed pursuant to a court order, provided the Receiving Party at the request and expense of the Disclosing Party, uses reasonable efforts to limit such disclosure to the extent requested.
6. The Parties to this Agreement have the right to disclose in confidence trade secrets to US Federal, State, local government officials or to an attorney in the US, for the sole purpose of reporting or investigating a suspected violation of US law. The Parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).
7. Upon the written request of the Disclosing Party, the Receiving Party shall either return to the Disclosing Party or destroy, subject to the Disclosing Party's written instructions, all Confidential Information in its possession, including electronic copies which should be irretrievably erased. This obligation shall survive the expiration or termination of this Agreement.
8. The Disclosing Party represents that it has the right to make the disclosures made under this Agreement. The Confidential Information disclosed under this Agreement is delivered "as is" and the Disclosing Party makes no representation of any kind with respect to the accuracy of such Confidential Information or its suitability for any particular use and shall have no liability for Receiving Party's use of the Confidential Information.
9. Nothing in this Agreement shall preclude either party from making, using, marketing, licensing or selling any independently developed technology, product or material, whether similar or related to the Confidential Information disclosed under this Agreement, provided the party has not done so in breach of this Agreement.
10. This Agreement shall remain in effect as long as there is a definitive contract between the parties for the provision of products or services. Upon termination or expiration of the definitive agreement or in the event no definitive agreement is reached by the parties, this Agreement shall remain in effect unless terminated by one of the parties by providing thirty (30) days advance written notice to the other party of its desire to terminate this Agreement. The parties' obligations with respect to each other's Confidential Information shall survive termination of this Agreement and remain in effect for a period of three (3) years from the date of termination or expiration of this Agreement except for the obligation to maintain trade secrets as Confidential Information pursuant to the terms of this Agreement which shall survive until such information enters the public domain.
11. Since unauthorized disclosure or use of Confidential Information will diminish the value of the proprietary interests that are the subject of this Agreement, if the Receiving Party breaches any of its obligations hereunder, the Disclosing Party may be entitled to seek equitable relief without the necessity of proving actual damages or posting a bond in order to protect its interest therein, as well as money damages.

12. The relationship of the parties is that of independent contractors and neither may create any obligations or responsibilities on behalf of or in the name of the other. This Agreement does not create an agency, partnership or similar relationship between the parties. Neither party hereby acquires any rights to use in advertising, publicity or other marketing activities any name, trade name, trademark or other designation of the other party.
13. This Agreement shall be governed by, and construed in accordance with the laws of the State of Delaware without reference to any conflict of law legislation that may be applicable.
14. Notice by either party under this Agreement shall be in writing and personally delivered or given by registered mail, return receipt requested, overnight courier, facsimile confirmed by certified mail, addressed to the other party at its address given herein (or any such other address as may be communicated to the notifying party in writing) and shall be deemed to have been served if delivered in person, on the same day; if sent by facsimile, twenty four (24) hours after transmission; if sent by registered mail, five (5) days after deposit into the mail system, if sent by overnight courier, the next day.
15. In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and further agree to substitute for such invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.
16. This Agreement may not be assigned by either party without the prior written approval of the other party. Notwithstanding the foregoing, a party may assign this Agreement by providing notice to the other party to a subsidiary or affiliate or in the event of a merger, acquisition, change in control, or sale of all or substantially all of a party's assets. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
17. Any failure by either party to enforce strict performance by the other party of any provision herein shall not constitute a waiver of the right to subsequently enforce such provision or any other provision of this Agreement.
18. Neither the execution of this Agreement or the exchange of Confidential Information shall be deemed an undertaking or a commitment for either party to enter into a commercial transaction with the other party.
19. This Agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all prior written and oral communications and agreements relating to the subject matter hereof. This Agreement may only be modified by a written agreement signed by persons duly authorized to sign agreements on behalf of the parties.

IN WITNESS WHEREOF, each party hereto has executed this Agreement by a representative duly authorized as of the date set forth below.

Acuant, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

Blend Chan Consulting LLC

By: Kyle Tardon 

Print Name: Kyle Tardon

Title: President / Owner

Date: 12/12/2019