

MUTUAL CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, entered into July 4, 2022 ("Effective Date"), by and between **Lucy Goose**, with an office at **Modern Goose Vintage 2036 Polk St, San Francisco, CA 94109** ("Company"), and Harbour Enterprises, Inc. a Delaware corporation with an office at 1735a Union Street, San Francisco, CA 94123 (each of Company and Harbour a "Party," and together, the "Parties").

WHEREAS, the Parties are considering entering into a business transactions and wish to retain in confidence and protect their intellectual property and proprietary and commercial rights (as defined below "Confidential Information" or "Information"); and

WHEREAS, it is necessary for the Parties to disclose certain of their Confidential Information to one another in the course of business discussions.

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

I. **Confidential Information.**

A. **Definition.** The Parties have developed or are developing and are the owners of highly valuable and unique confidential and proprietary business and technical information.

Accordingly, the terms "Confidential Information" or "Information" shall include without limitation all technical, product, marketing, financial and business information, know-how or other proprietary information concerning either of the Parties, that the Parties have in their possession as of the Effective Date and/or subsequently develop or acquire (whether or not designated as confidential) in whatever form or medium, including but not limited to electronic files, written, machine-readable, or sample form, whether or not patentable or copyrightable, including technological information in the form of text, drawings, sketches, photographs, graphics, and business information, such as plans, prices, projections, customer lists, market and industry information, and other such information; as well as, the same or similar information orally exchanged by the Parties; that information which may be determined by human observation of plant, process, or product; and any materials that contain, reflect or are generated, in whole or in part, from the foregoing. "Confidential Information" shall also include without limitation, any notes, memoranda, summaries, analyses, studies, compilations and other writings relating to other Confidential Information or based thereon prepared by the recipient or any of its representatives.

B. **Negative Provisions.** Notwithstanding the foregoing, the terms "Confidential Information" or "Information" shall not include and the provisions of this Agreement will not apply to any information disclosed by either Party:

- (1) that is generally available to the public at the time of its disclosure; or
- (2) after the time, if any, that such information becomes generally available to the public except as the result of unauthorized disclosure; or
- (3) that is already in recipient's possession at the time of the initial disclosure of such information to the recipient Party; or
- (4) that was independently developed by employees of the recipient Party or its related companies who did not have access to the Confidential Information disclosed under this Agreement; or
- (5) that was rightfully received by the recipient Party or its related companies from a third party without restrictions on disclosure or use; or
- (6) that the disclosing Party agrees in writing that the recipient Party may disclose to a third party without restriction.

C. **Court Order.** In the event that the receiving Party is obligated to produce Confidential Information as a result of a court order or pursuant to governmental action and the disclosing Party shall have been given notice and an opportunity to appear and object to such disclosure but is unsuccessful, then recipient Party may produce such information as is required by the court order or governmental action.

II. **Confidentiality.**

A. **Use and Ownership.** The Parties hereby acknowledge that the Confidential Information is given solely for the purpose of evaluating or conducting business opportunities with one another and for no other purpose. The Parties further acknowledge that the Confidential Information shall remain the property of the disclosing Party and shall not be copied or reproduced without the express written consent of the disclosing Party.

B. **No Less Effort.** Using no less effort than it would use to maintain the confidentiality of its own confidential and proprietary information that it does not want disclosed to or used by others, the recipient Party shall:

- (1) maintain in strict confidence and shall not disclose at any time, without the prior written consent of the disclosing Party, any and all of the Confidential Information to any other person or entity, unless such information has entered the public domain through lawful means, without violation of this Agreement, or pursuant to requirements of law or court order;
- (2) use the Confidential Information solely for the purposes set forth in this Article II and not use such Confidential Information directly or indirectly in any other manner except for the benefit of the disclosing Party without prior written authorization of the disclosing Party;
- (3) make the Confidential Information available only to those employees, accountants and attorneys who have a reasonable need for such information and who are bound by an appropriate confidentiality agreement and assure that employees who have access to the Confidential Information are aware of, understand, and agree to this Agreement;
- (4) return any and all materials containing Confidential Information and any and all materials created by the recipient Party containing any Confidential Information upon the conclusion of negotiations between the Parties and relating to a mutually beneficial business relationship and at any time upon the disclosing Party's request; and
- (5) notify the disclosing Party promptly if the recipient Party learns of any transfer or disclosure of Confidential Information by its employees or others in violation of this Agreement and cooperate fully with the disclosing Party, at the recipient Party's own expense, to obtain the return of the materials and minimize the effects of the disclosure.

III. **Intellectual Property Rights.** Nothing in this Agreement shall be construed to grant to either Party any right or license under any patent, trademark, or copyright of the other.

IV. **Term.** The obligations contained in this Agreement shall continue for a period of two years from Effective Date. Return of all material containing Confidential Information shall not release the recipient Party of its obligations under the Agreement.

V. **Jurisdiction.** This Agreement and all questions concerning the validity, interpretation, or performance of any of its terms or provisions, or of any rights or obligations of the Parties hereto, shall be governed by and resolved in accordance with the laws of the State of California. The Parties hereby irrevocably submit to the jurisdiction of the courts of the State of California and that of the federal courts located therein.

VI. **Notice.** All written notices to, and other written communications between, the Parties to this Agreement shall be deemed received (a) when personally delivered by messenger or by courier (such as FedEx, United Parcel Service, or DHL Express) or by confirmed telefax transmission; or (b) two (2) days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (c) when actually received, if given in any other

manner. All such notices and other communications shall be sent to the addresses of the Parties set forth below their signatures, or to such other places as they may designate by like notice from time to time.

VII. **Assignment.** This Agreement may not be assigned or otherwise transferred by either Party, and any transfer or attempted transfer by either Party, whether voluntary or by operation of law, without the other Party's prior written consent shall be void. Except as above stated, this Agreement is binding upon, and shall inure to the benefit of, the Parties hereto, their respective heirs, administrators, personal representatives, successors, and permitted assigns.

VIII. **Irreparable Harm.** The Parties acknowledge that the Confidential Information and the knowledge of each other's services and methods, and the opportunities, associations and experience acquired by the recipient Party as a result of disclosure under this Agreement, are of material value. The Parties acknowledge that failure to perform under the terms of this Agreement will result in immediate and irreparable damage to the other Party; and therefore, acknowledge and admit that there is no adequate remedy at law for failure to perform and agree that in the event of such failure, the disclosing Party shall be entitled to equitable relief by way of injunction and such other relief as a court of competent jurisdiction may deem just and proper.

IX. **Severability.** If a court of a competent jurisdiction determines that the covenants herein are not enforceable as written, notwithstanding the Parties express agreement that the covenants are reasonable, it is the Parties intention that the covenants be modified by the court as necessary to be deemed enforceable.

X. **Miscellaneous.** This Agreement (i) constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all prior understandings and agreements as to such subject matter; and (ii) may be amended or modified only by a writing executed by the Party against whom enforcement is sought.

IN WITNESS WHEREOF, the Parties hereto have executed this Confidentiality and Non-Disclosure Agreement as of the Effective Date.

Signature:_____	Signature:_____
Name: Lucy Goose	Name: Chris Crawford
Title:	Title: COO
on behalf of Modern Goose Vintage	on behalf of Harbour
Date: 7/04/2022	Date: 8/29/2022