

NON-DISCLOSURE AGREEMENT (NDA)

I. The Parties. This Unilateral Non-Disclosure Agreement, hereinafter referred to as the "Agreement", effective as of November 1 2020, hereinafter referred to as the "Effective Date", is by and between:

Releasor described as 3 individual(s) known as Benjamin Nicholas, Colton Soneson, and Ryan Swanson ("Releasor")

AND

Recipient described as 3 individual(s) known as Brianna Guest, Isaac Reeves, and Liam Sweeney ("Recipient").

II. Confidential Information. The term "Confidential Information" includes, but is not limited to, all information owned by the Releasor and not generally known to the public or in the relevant trade or industry that is communicated orally, written, printed, electronically or any other form or medium, or which was learned, discovered, developed, conceived, originated, or prepared by the Recipient in the scope and course of their relationship with the Releasor, relating directly or indirectly to business processes, technical data, trade secrets, know-how, advice, consultations, proprietary information, client lists, client instructions, assets, business operations, specifications, designs, plans, drawings, hardware, software, data, prototypes or other business and technical information belonging to any client of the Releasor, operational methods, economic and business analyses, models, strategies, and projections, promotion methods, trade show information and contacts, and other proprietary information relating to the business of the Releasor and any and all other concepts, as such Confidential Information pertains personally to principals or other information that has independent economic value.

III. Non-Disclosure. The Recipient agrees that it shall have the obligation to:

- (a) hold the Confidential Information in the strictest of confidence;
- (b) not use the Confidential Information for any personal gain or detrimentally to the Releasor;
- (c) take all steps necessary to protect the Confidential Information from disclosure and to implement internal procedures to guard against such disclosure;
- (d) not disclose the fact that the Confidential Information has been made available or that discussions and negotiations are taking place or have taken place or any of its terms, conditions or other facts with respect to the transaction; and
- (e) not disclose or make available all or any part of the Confidential Information to any person, firm, corporation, association, or any other entity for any reason or purpose whatsoever, directly or indirectly, unless and until such Confidential Information becomes publicly available other than as a consequence of the breach by the Recipient of their confidentiality obligations hereunder.