



**Cloud to Street NON-DISCLOSURE AGREEMENT 11/13/17
For Students and Interns**

This AGREEMENT, made as of the th day of , 201 by and between Beth & Bessie Inc. doing business as Cloud to Street, 22 Farview Rd Milburn NJ 07041 (hereinafter referred to as "B&B"); and Catherine Kuhn (hereinafter referred to as "STUDENT").

WHEREAS B&B is interested in working with STUDENT for the development of methodology, computing coding, business and market research and/or strategy specific to B&B (s); and

WHEREAS, B&B will disclose to STUDENT certain proprietary and confidential business and technical information relating to these activities; and

WHEREAS, B&B wish to preserve the confidentiality and limit the use of any such information.

Accordingly, the parties agree as follows:

1. STUDENT agrees to keep in confidence and not use, except as a part of its activities pursuant to this Agreement, all information disclosed by B&B to STUDENT whether relating to business, technology, computer code, methodology, costs or any other matter ("B&B Confidential Information"). This obligation of confidentiality and restricted use shall apply to information disclosed in writing, orally, or obtained from data.

2. The obligations of confidentiality and restriction upon use set forth in this Agreement shall not extend; however, to information which:

(a) is or becomes available to the public through no fault of the STUDENT;

(b) STUDENT can demonstrate, by competent evidence, was already known to it before receipt from B&B;

(c) is lawfully disclosed to the STUDENT by a third party who did not obtain such information, directly or indirectly, from B&B .

Specific portions of the information are not considered to be in STUDENT's prior possession or in the public domain merely because they are embraced by more general information which is in STUDENT's prior possession or in the public domain.

3. STUDENT further agrees not to analyze, directly or indirectly, any computer code, material, or datasets furnished by B&B, except as a part of its activities pursuant to this Agreement, unless given permission by B&B. STUDENT agrees not to use or disclose any B&B Confidential Information, directly or indirectly, in the filing or prosecution of any patent application.

4. All right, title, and interest, including and without limitation copyright, in any reports, studies, photographs, computer code, software, drawings, designs, writings or other works or documents produced under this Agreement, along with all drafts, versions

and other material created in connection therewith (collectively the "Works") as part of the APPLICANTS engagement with B&B, are the exclusive property of B&B and "works made for hire" as defined under the copyright laws of the United States. To the extent that any Works are not works made for hire, the APPLICANT hereby unconditionally assigns to B&B and its successors and assigns all right, title and interest, including without limitation copyright and other intellectual property rights, in and to the Works. The APPLICANT further assigns to B&B all rights, titles and interests in any data and material to the extent not otherwise protected and to the extent assignable. Upon other written request by B&B via email, the APPLICANT shall deliver to B&B: (i) all tangible copies (including digital copies) of any Works and data not otherwise protected that the APPLICANT gains access to through the term of this Agreement and to the extent assignable, (ii) any other tangible or intangible property of B&B, and (iii) his access to software systems including but not limited to Slack, his company email address, Google Cloud Suite, Google Cloud Bucket, Zotero, Dropbox, and Google Drive. The APPLICANT may use the Works, data, and material outside of the activities pursuant to the Agreement only with the prior written approval of B&B, and any use shall include an acknowledgment that the material used is the property of B&B.

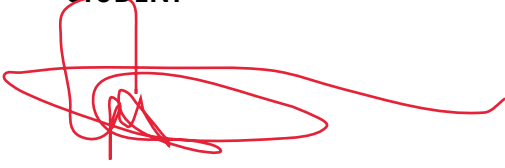
The APPLICANT warrants and covenants to B&B that the APPLICANT shall not infringe the intellectual property rights of others in the performance of this Agreement, do not infringe on the property original to APPLICANT and do not infringe the intellectual property rights of others. The APPLICANT shall indemnify and hold harmless B&B and its affiliates and representatives from and against all demands, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any action by a third party against B&B or its affiliates or representatives relating to the Works, data or materials of APPLICANT.

6. No right or license under any letters patent, copyright, trademark or trade secret or any other proprietary right of either party is granted or is to be construed as being granted to the other party by the terms of this Agreement.

7. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey, without application of conflict of laws principles.

8. A termination of this Agreement, for any reason, shall not relieve STUDENT's ongoing obligations regarding the information received.

STUDENT



(signature here)

By Catherine Kuhn

Title student

Date 1/21/2018

Beth and Bessie Inc.

(signature here)

By Bessie Rose Jelin Schwarz

Title President and CEO

Date _____