**NON-DISCLOSURE AGREEMENT**

DATE:  **, 2018**

BETWEEN: **Amon Chafukira (Byootify), residing at 364 N Summit Ave #1, Gaithersburg, MD 20877** (“Disclosing Party”)

And residing at (“Receiving Party”)

WHEREAS the Disclosing Party owns certain confidential information described as any information, technical data, or know-how, whether presently existing or hereafter developed, considered proprietary or confidential by the Disclosing Party including, but not limited to, the Disclosing Part/s products, pricing, marketing, business strategy, financial, employment or legal information, its present or future suppliers, clients, customers, consumers, employees or investors. “Confidential Information” includes information of the nature described above furnished by the Disclosing Party to Receiving Party whether furnished before or after the date of this Agreement, either directly or indirectly, in any form whatsoever, including in writing, orally, machine readable form, and all analyses, compilations, forecasts, studies, summaries, notes, data and other documents and materials in whatever form produced or maintained, whether prepared by either party, which contain any such information. (“Confidential Information”);

AND WHEREAS Receiving Party is offering advice to the Disclosing Party.

AND WHEREAS the Disclosing Party desires to disclose, to Receiving Party Confidential Information and Receiving Party desires to review the Confidential Information to provide advice on this information disclosed

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. The Disclosing Party warrants that it is the sole owner of the Confidential Information arid that its disclosure or any grant of rights thereto to Receiving Party shall not violate the rights of any third party.

2. Receiving Party accepts the Confidential information for the sole purpose of evaluating it for a potential business relationship with the Disclosing Party. All information intended by the Disclosing Party to be protected under this Agreement shall be in writing and clearly marked as confidential at the time of disclosure or within fifteen (15) days thereafter. All oral disclosures summarized in writing within fifteen (15) days shall also covered by this Agreement. Receiving Party shall not use the Confidential Information, except for evaluation, and shall not disclose the Confidential Information to any third party without the Disclosing Party’s consent. Receiving Party shall take all reasonable steps to maintain the confidentiality of the Confidential Information.

3. The Disclosing Party recognizes that Receiving Party may be required to disclose the Confidential Information to members of Receiving Party’s organization for evaluation. Receiving Party will exercise reasonable care in the selection of its members who are granted access to the Confidential Information, and will inform every such member of the obligation to protect the Confidential Information.

4. The Disclosing Party acknowledges that Receiving Party receives numerous submissions that may be similar or identical to the Confidential Information, and the adoption by Receiving Party of any alternative submission (as opposed to the Confidential information submitted by the Disclosing Party) may be due to market conditions at the time such alternative submission is received and/or the positioning of the submission by the party making it, as well as to any inherent merit of the submission. Selection by Receiving Party of alternative submissions shall be without obligation to the Disclosing Party. Where the submission is of a general concept for consideration as part of a Receiving Party established brand or line extension, the Disclosing Party acknowledges that many concepts are considered for line extensions and that any similarity between the Disclosing Party’s submission and a possible Receiving Party created line extension shall not by itself be considered Confidential information unless there is a direct borrowing from the Disclosing Party of a technical or mechanical innovation presented to Receiving Party as part of the submission.

5. Receiving Party shall have no obligation to keep confidential any of the Confidential Information which Receiving Party can show was known to Receiving Party prior to disclosure by the Disclosing Party; was or becomes known to the public or generally available to the public through no act of Receiving Party contrary to this Agreement; is or was disclosed by the Disclosing Party to any third party without obligation to maintain confidentiality; is or was independently developed by Receiving Party or one of its divisions or affiliates; is received in good faith by Receiving Party from a third party and is not subject to an obligation of confidentiality owed by that third party to the Disclosing Party; or is required to be disclosed in a judicial or governmental proceeding.

6. During and after the term of this Agreement, the Disclosing Party shall not disclose to any third party the terms of any proposed or executed agreement with Receiving Party, nor any information concerning Receiving Party’s products or business.

7. No license under any intellectual property right is either granted or implied by the conveyance of

the Confidential Information. Neither this Agreement nor the receipt of the Confidential information shall constitute or imply any promise, intention or commitment by Receiving Party to pursue a business relationship with Disclosing Party.

8. The parties do not intend for this Agreement to create an agency or partnership relationship between them. This Agreement represents and expresses the entire Agreement of the parties and supersedes all prior agreements. Any amendment or modification of any provision must be in writing and executed by both parties. If any provision or part of any provision of this Agreement is void for any reason, it shall he severed without affecting the validity of the balance of the Agreement.

9. The laws of the Maryland govern this Agreement. All disputes arising out of the covenants hereunder shall be submitted to the exclusive jurisdiction of the Maryland Courts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Amon Chafukira Frank Codes**

Signature: Signature:

Name: Name:

Date: Date: