

Confidentiality and Nondisclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between Brian Hewlett & Kyle Wagner with its principal offices at Shroom Garden Universe ("Disclosing Party") and Jacob Lynn, located at _____ ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of all Proprietary and Confidential Information related to the Conceptual Design, Script, Merchandise, and any other Intellectual Property regarding the current and evolving universe of the film/television production known as Shroom Garden ("Project").

1. Definitions.

- A) For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a verbal statement indicating that such oral communication constituted Confidential Information and follow that verbal statement with a written message confirming the nature of the communication.
- B) "Intellectual Property" refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce. This property type is traditionally comprised of four categories: patent, copyright, trademark, and trade secrets. These creations may include but are not limited to the creators' copyrights on a books, articles, characters, or scripts; distinctive logo designs representing the Project universe and any related products; unique design elements of the official web site of the Project; or a patent on a particular process related to the Project.
- C) Proprietary Information is defined as any and all information for which a property right or other valid economic interest may exist based on data resulting from a private investment where the disclosure of said information must be protected in order to prevent the compromise of such property right or economic interest, to avoid jeopardizing the owner's commercial position, and to preclude impairment of the Government's ability to obtain access to or use of such data, if necessary.

2. Exclusions. Receiving Party's obligations under this Agreement do not extend to confidential or proprietary information and/or intellectual property that is: **(a)** publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; **(b)** discovered or created by the Receiving Party before disclosure by Disclosing Party; **(c)** learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or **(d)** is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Proprietary and Confidential Information and Intellectual Property in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to this information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any of these types of information. Receiving Party shall return to Disclosing Party

any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Proprietary and Confidential Information or Intellectual Property immediately if Disclosing Party requests it in writing.

4. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Proprietary and Confidential Information or Intellectual Property no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

6. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted and validly enforced so as best to effect the intent of the parties.

7. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9. **Miscellaneous.** This agreement shall be binding upon and for the benefits of the parties, and their successors and assigns, provided that Proprietary and Confidential Information or Intellectual Property of the Company may not be assigned without the prior written consent of the Company. This Agreement is the complete understanding of the parties and any amendment must be in a writing signed by the parties. This agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. The Recipient agrees that any violation or threatened violation will cause irreparable injury, both financial and strategic, to the Company and in addition to any and all remedies that may be available, in law, equity, or otherwise, the Company shall be entitled to injunctive relief against the threatened breach of this Agreement by the Recipient without the necessity of proving actual damages.

Executed by Recipient this 14 day of August, 2021.

Signature: _____

Print Name: Jacob Lynn

Print Title and/or Occupation: _____

Print Company Recipient Represents: Shroom Garden Universe

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.