

NON-DISCLOSURE AND INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This Agreement is between Liora Nuchowicz ("OWNER/DESIGNER"); Liora Nuchowicz residing at 90 Clay Street, Brooklyn NY 11222 USA

And **CLARAY LLC** ("AGENCY") with address at 1390 Market Street, Suite 200, San Francisco, California, 94102, United States

WHEREAS, OWNER has developed through substantial effort, research, time, and expense certain inventions, design concepts, methodologies, technical know-how, copyrightable material and trade secrets directed and related to Earring design(s) ("INFORMATION");

WHEREAS, OWNER desires to disclose the INFORMATION on a confidential basis to AGENCY solely for the purposes of evaluating the INFORMATION for possible future business arrangements; and

WHEREAS, both OWNER and AGENCY wish to maintain the confidentiality of the INFORMATION and the protection of both OWNER'S and AGENCY's intellectual property rights.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. CONFIDENTIAL INFORMATION

A. OWNER agrees to disclose INFORMATION to AGENCY to facilitate possible future business dealings between the parties.

B. AGENCY agrees to receive such INFORMATION and to refrain from copying, disclosing, using, selling, or offering for sale any and all of said INFORMATION, other than at the request of OWNER, with the exceptions as provided in paragraph C herein. AGENCY agrees to keep confidential and refrain from disclosing any and all of the INFORMATION, and to take all necessary and reasonable steps to prevent unauthorized disclosure or use of any and all of the INFORMATION.

C. Notwithstanding paragraph B, AGENCY shall not be liable for disclosure or use of INFORMATION only if, and only to the extent that, said INFORMATION was in the public domain at the time it was disclosed by OWNER, or was known to and recorded in writing by RECIPIENT prior to the time of disclosure by OWNER, or is received from a third party or passes into the public domain without breach of this Agreement. With respect to any INFORMATION known by RECIPIENT prior to the time of disclosure by OWNER that RECIPIENT believes to constitute the

INFORMATION, or any portion thereof, RECIPIENT shall disclose to OWNER an adequate written description of the INFORMATION within fourteen (14) days of the disclosure by OWNER.

D. OWNER agrees that OWNER shall not be liable for disclosure or use of price quotation, AGENCY designs or any other documents to third parties without prior written and recorded consent by AGENCY, or INFORMATION of AGENCY placed in the public domain at the time it was disclosed by AGENCY, or was known to and recorded in writing by AGENCY prior to the time of disclosure by AGENCY.

E. This is not an offer for sale or license. No right or license is granted by OWNER to AGENCY in connection with the technical information or inventions disclosed under this agreement. All documents or materials constituting the INFORMATION and all reproductions thereof shall at all times remain the sole property of OWNER and shall promptly be returned by RECIPIENT upon request.

II. RESTRICTIONS

Except for the express written consent of OWNER and AGENCY, both parties agree::

1. Not to use or disclose to another person or entity any confidential information of OWNER and AGENCY;
2. Not to make, or cause to be made, any copies, facsimiles or other reproductions including data files of any documents containing confidential information of OWNER and AGENCY; and
3. To use all other reasonable means to maintain the secrecy and confidentiality of the confidential information of OWNER and AGENCY.

IN WITNESS WHEREOF, the parties have executed this agreement as of the latest date indicated below.

OWNER

AGENCY

(RECIPIENT'S name)

Liora Nuchowicz

(Signature)

(Signature)

08/01/2019

(Date)

(Date)