
CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on _____, 202__ by and between Real Chemistry, LLC ("Real Chemistry") and ("Recipient"). For good and valuable consideration, receipt of which is hereby acknowledged, Recipient agrees as follows:

1. Recipient acknowledges that during the course of Recipient's dealings, discussions, communications and/or relationship with Real Chemistry, Real Chemistry may disclose to Recipient, and Recipient may otherwise discover, certain information and materials about Real Chemistry and its clients. All such information about Real Chemistry and its clients, whether of a technical, business, creative or other nature, including, but not limited to, information relating to their existing or contemplated products, services, customers, sales information, software, technology, research, advertising, creative, marketing or media plans, shall be deemed "Confidential Information." Confidential Information may be oral, printed, handwritten, stored on diskette or tape, coded, magnetic or in any other form.
2. As between Recipient and Real Chemistry, all Confidential Information shall remain the sole property of Real Chemistry and Recipient shall have no rights in or to the Confidential Information. Recipient shall hold the Confidential Information in strict confidence, protecting it with at least the same care which Recipient gives to its own most confidential information (but in no event less than reasonable care), and Recipient will not disclose, deliver, distribute, demonstrate or otherwise make available the Confidential Information to any third party nor will Recipient utilize, directly or indirectly, such Confidential Information for its own benefit (including without limitation, promotional or other marketing purposes), for the benefit of any third party or for any purpose other than as reasonably required to further its dealings, discussions, communications and/or relationship with Real Chemistry without Real Chemistry's prior written consent in each instance. Recipient shall not make any disclosure of the Confidential Information (including without limitation, methods or concepts utilized in the Confidential Information) to anyone, other than to Recipient's employees on a need-to-know basis only, without the express written consent of Real Chemistry. Recipient shall require, by written agreement, any of its employees who may receive the Confidential Information to maintain the same in strict confidence in accordance with the terms herein and not to use or disclose the information except as permitted under this Agreement.
3. Recipient agrees that if there is a breach or threatened breach of the provisions of this Agreement, Real Chemistry shall have no adequate remedy in money or damages and accordingly shall be entitled to injunctive relief, specific performance or other equitable relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver, limitation or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.
4. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that Recipient can show by documentary evidence: (a) was in its rightful possession or known by it prior to receipt from Real Chemistry; (b) is or becomes generally available to the public, through no wrongful act of Recipient; or (c) is rightfully received by Recipient from a third party free of any obligation of confidentiality.

5. In the event Recipient is required by law, regulation or court order to disclose any Confidential Information, Recipient will immediately notify Real Chemistry in writing prior to making any such disclosure in order to facilitate Real Chemistry's seeking a protective order or other appropriate remedy from the appropriate body. Recipient further agrees that if Real Chemistry is not successful in precluding the requesting legal body from reviewing the Confidential Information, Recipient will furnish only that portion of the Confidential Information that is legally required and will exercise its best efforts to obtain reliable assurances that confidential treatment will be accorded to the Confidential Information.
6. All Confidential Information in tangible form shall be returned to Real Chemistry promptly upon request and shall not thereafter be retained in any form by Recipient. No licenses or rights under any patent, copyright, trademark, trade secret or other proprietary right are granted or are to be implied by this Agreement with respect to the Confidential Information.
7. This Agreement is the complete agreement of the parties concerning the subject matter hereof and supersedes any prior such agreements with respect to further disclosures on such subject matter. This Agreement may not be amended or in any manner modified except in writing signed by the parties.
8. Recipient agrees to comply fully with all relevant export laws and regulations of the United States, including but not limited to the U.S. Export Administration Regulations, administered by the Department of Commerce, Bureau of Industry and Security (the "U.S. Export Controls"). Without limiting the generality of the foregoing, Recipient expressly agrees that it shall not, and shall cause its representatives to agree not to, export, directly or indirectly, re-export, divert, or transfer any data or software received from Real Chemistry or any direct product thereof to any destination, company or person restricted or prohibited by U.S. Export Controls.
9. The parties do not intend that any partnership or joint venture relationship be created between them by this Agreement.
10. This Agreement is made under and shall be construed and governed according to the laws of the State of New York without regard to its conflicts of law principles.

The Recipient's obligations under this Agreement shall survive for five (5) years following the last date of disclosure of Confidential Information by Real Chemistry to Recipient.

Please indicate acceptance of and agreement to the foregoing by signing and returning one copy of this Agreement to Real Chemistry.

By:



Name: Matthew Jacobs

Title: Founder, Halliard

Date: 3/10/2025