

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between:

Disclosing Party: Roberto Noel ("Seller")

Receiving Party: _____ ("Recipient")

In connection with the potential acquisition of a business owned by Seller (the "Transaction"), Seller may disclose certain confidential information to Recipient. The parties agree as follows:

1. CONFIDENTIAL INFORMATION

"Confidential Information" means all non-public information disclosed by Seller to Recipient, whether orally, in writing, or by inspection, including but not limited to: business plans, financial data, customer lists, supplier information, pricing, marketing strategies, proprietary software, trade secrets, and any other information designated as confidential or that reasonably should be understood to be confidential.

2. OBLIGATIONS

Recipient agrees to: (a) hold all Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party without Seller's prior written consent; (c) use Confidential Information solely for evaluating the Transaction; (d) limit access to Confidential Information to those employees, agents, or advisors who need to know and who are bound by confidentiality obligations at least as protective as this Agreement.

3. EXCLUSIONS

Confidential Information does not include information that: (a) is or becomes publicly available without breach of this Agreement; (b) was known to Recipient prior to disclosure; (c) is independently developed by Recipient without use of Confidential Information; (d) is rightfully obtained from a third party without restriction.

4. NO SOLICITATION

For a period of two (2) years from the Effective Date, Recipient shall not directly or indirectly solicit, hire, or engage any employee, contractor, creator, influencer, or supplier of the business without Seller's prior written consent.

5. NO OBLIGATION

This Agreement does not obligate either party to proceed with the Transaction or any other business relationship.

6. RETURN OF INFORMATION

Upon Seller's request or termination of discussions, Recipient shall promptly return or destroy all Confidential Information and any copies thereof.

7. TERM

This Agreement shall remain in effect for three (3) years from the Effective Date.

8. REMEDIES

Recipient acknowledges that breach of this Agreement may cause irreparable harm to Seller and that Seller shall be entitled to seek equitable relief, including injunction, in addition to any other remedies available at law.

9. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Delaware, without regard to conflict of laws principles.

AGREED AND ACCEPTED:

DISCLOSING PARTY:

Signature: _____

Name: Roberto Noel

Date: _____

RECEIVING PARTY:

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____