



Mutual Non-Disclosure Agreement

THIS MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into as of May 26, 2021, ("Effective Date") by and between Q8 Worldwide("Company") and Visage Pro with their primary address at 28693 Old Town Front St Temecula, CA ("Receiving Party").

In consideration of the mutual promises and covenants contained in this Agreement, the mutual disclosure of confidential information to each other and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Confidential Information and Material

- a. "Confidential Information" means nonpublic information that the Company designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, proprietary information, oral or written information relating to released or unreleased Company patent applications, copyright, techniques, sketches, diagrams, materials, schematics, engineering, trade secrets, processes, software or hardware, client lists, suppliers, manufacturers, retailers, personnel information, results of any questionnaires completed in part or whole by Receiving Party or Company, any information resulting from access to or use of Company software, products, marketing or promotion of any Company products, pricing, Company business policies or practices, and information received from others that is obligated to be treated as confidential, as well as Confidential Materials. Confidential Information disclosed to Receiving Party by or on the behalf of any Company subsidiary, affiliates, agents or advisors is covered by this Agreement.
- b. Confidential Information does not include any information that: (i) is or subsequently becomes available without Receiving Party's breach of any obligation of confidentiality or non-use; (ii) became known to Receiving Party prior to disclosure of such information to Receiving Party without breach of any obligation of confidentiality or non-use; (iii) became known to Receiving Party from a source other than the Company other than by the breach of an obligation of confidentiality or non-use; or (iv) is independently developed by Receiving Party without reference or access to Company's Confidential Information.
- c. "Confidential Materials" means all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer code, algorithms, forms, workflows, disks or tapes, whether machine or user readable.

2. Restrictions

- a. Receiving Party must not disclose any Confidential Information to third parties, except in compliance with the confidentiality, non-use and other restrictions as provided in this Agreement. However, either party may disclose Confidential Information in accordance with judicial or other governmental order, provided the Receiving Party must give the Company reasonable notice prior to such disclosure and the Receiving Party must seek and comply with any available protective order or equivalent.
- b. Receiving Party must take commercially reasonable security precautions to keep confidential and restrict the unauthorized use of the Confidential Information. Receiving Party may disclose

Confidential Information only to Receiving Party's employees or consultants on a need-to-know basis. Receiving Party must execute appropriate written agreements with its employees and consultants sufficient to enable it to comply with all of the provisions of this Agreement.

- c. Receiving Party may not reverse engineer, decompile or disassemble any assets or products disclosed to the Receiving Party.
- d. Receiving Party must not use any Confidential Information to the detriment, directly or indirectly, of the Company or for Receiving Party's own benefit.

3. *Rights & Remedies*

- a. Receiving Party must notify the Company immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by Receiving Party, and must cooperate with the Company in every reasonable way to help the Company regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
- b. Receiving Party must return all originals, copies, reproductions and summaries of Confidential Information at the Company's request, or at Company's option, certify the destruction of the same.
- c. Receiving Party acknowledges that monetary damages may not be a sufficient remedy for any unauthorized disclosure or use of Confidential Information and that the Company will be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without the need for posting any bond.
- d. The Company may visit Receiving Party's premises, with three business days' prior notice and during normal business hours, to review Receiving Party's compliance with the terms of this Agreement and may demand written certification from any officer or owner of the Receiving Party affirming compliance with this Agreement.

4. *Miscellaneous*

- a. All Confidential Information is and will remain the sole and exclusive property of the Company. By disclosing information to Receiving Party, the Company does not grant any express or implied right to Receiving Party to or under Company designs, patents, copyrights, trademarks, logos, trade dress, trade secrets or other information or property.
- b. Both parties agree that they will comply with U.S. export and import laws when performing their obligations under this Agreement and the Engagement Agreement.
- c. This Agreement and the Engagement Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and thereof. This Agreement may not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement will be deemed to have been waived by any act or acquiescence on the part of the Company, its agents, or employees, but only by an instrument in writing signed by an authorized officer of the Company. No waiver of any provision of this Agreement will constitute a waiver of any other provision(s) or of the same provision on another occasion.
- d. If either party employs attorneys or other professionals to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' and other professional fees and costs reasonably incurred. This Agreement will be construed and controlled by the laws of the State of California, and both parties further consent to the exclusive jurisdiction by the state and federal courts sitting in San Diego County in the State of California. Process may be served on either party by U.S. Mail, postage prepaid, certified, or registered, return receipt requested, or by such other method as is authorized by the California Long Arm Statute.
- e. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- f. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. If any provision in this Agreement conflicts with the Engagement Agreement, the terms most favorable to protect the Company's Confidential Information will control.

- g. All obligations created by this Agreement will survive change or termination of the parties' business relationship.

5. *Period of Duty of Confidentiality and Non-Use*

- a. The non-use and confidentiality obligations set forth herein will survive any termination of this Agreement and the Engagement Agreement.

6. *Counterparts*

The Receiving Party and the Company may execute this Agreement in one or more original or facsimile counterparts. The Receiving Party and the Company have read this Agreement, understand it, and agree to it. By signing below, each individual warrant that he or she has full power and authority to bind his or her party to this Agreement.

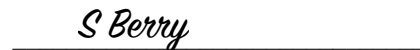
Accepted and Agreed.



Signed, George Melendez,
Chief Executive Officer

Q8 Worldwide

May 25, 2021
Date



Signed:

Name Sherrie Berry

Title: Formulator

Company

Visage Pro

Date May 26, 2021