



## MUTUAL NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the “*Agreement*”) is effective as of \_\_\_\_\_ (Day Month Year ex: 01 Jan 2020), is made by and between **Divine Intel LLC**, a Limited Liability Company (“DI”) and \_\_\_\_\_ DI and [] are collectively referred to hereinafter as the “Parties”.

### RECITALS

WHEREAS, the Parties wish to disclose to each other certain confidential and proprietary information of each of them (including their subsidiaries) in connection with, among other things, a potential business relationship (the “*Business Purpose*”); and

WHEREAS, the Parties wish to provide for the protection of the confidential information of each of them.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, do agree as follows:

1. Definition of “Confidential Information”. As used herein, “*Confidential Information*” means any and all non-public, confidential and proprietary information, as well as the intellectual property rights embodied therein (including patent, copyright, trademark, trade secrets and other intellectual property rights), disclosed by one party (the “*Disclosing Party*”) to the other party (the “*Receiving Party*”), including, without limitation, each party’s information concerning contacts, research, experimental work, development, literary works, marketing and creative concepts, financial information, business forecasts and sales and marketing plans. All information that is disclosed by the Disclosing Party, including information that is disclosed orally or visually, shall be presumed to be Confidential Information and confidential unless otherwise specifically identified in writing by the Disclosing Party. The existence of any business negotiations, discussions, consultations, or agreements in progress between the parties shall also be considered “Confidential Information”.

2. Obligations of the Parties. The Receiving Party agrees that it will not make use of, disseminate, or in any way disclose the Disclosing Party’s Confidential Information to any person or entity without the prior written consent of the Disclosing Party, except: (i) to those of Receiving Party’s directors, officers, employees or outside advisors who need to know such information and who have previously agreed (either as a condition of employment or in order to obtain the Confidential Information) to be bound by terms and conditions substantially similar to those of this Agreement; and (ii) solely in connection with the Business Purpose. The Receiving Party shall treat all Confidential Information of the Disclosing Party with the same degree of care as it accords its own Confidential Information. Other than as provided for herein, neither party shall disclose the fact that the Confidential Information of the other has been disclosed or that discussions or negotiations have taken place or are



currently underway, nor the content or status of these negotiations, without the prior written consent of the other party.

3. Exceptions. The obligations of the parties set forth herein shall not apply to any information that: (i) is disclosed in response to a valid order by a court or other government body of competent jurisdiction or is otherwise required by law to be disclosed and the Receiving Party provides Disclosing Party with immediate notice of said law to enable Disclosing Party an opportunity to secure a protective order for the confidential information; or (ii) is independently developed in the future by the Receiving Party without reference to or use of the Confidential Information, or (iii) is necessary to disclose to establish the rights of either party under this Agreement, or (iv) such information is in the public domain prior to its disclosure to Receiving Party or becomes part of the public domain by publication or otherwise, except by an unauthorized act or omission by the Receiving Party, or (v) was rightfully in the possession of the Receiving Party prior to the date of disclosure of such information to the Receiving Party as evidenced by written documents, or (vi) is supplied to the Receiving Party by a third party who is under no obligation to the Disclosing Party to maintain such information in confidence, or (vii) is evidence of a crime not protected under Attorney-Client privilege or any of the preceding exceptions. The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products competitive with the products or services of the other without use of the other party's Confidential Information.

4. Return or Destruction of Materials. Any materials or documents which have been furnished to the Receiving Party by the Disclosing Party shall be promptly returned, accompanied by all copies of such documentation, or, at the direction of the Disclosing Party, destroyed, within ten (10) business days after receipt by the Receiving Party of a written notice by Disclosing Party requesting such return or destruction, except that one copy may be maintained for archival purposes. Upon such request, all analyses, compilations, studies or other documents containing or reflecting the Receiving Party's use of the Confidential Information will be destroyed by the Receiving Party, and such destruction confirmed to the Disclosing Party in writing.

5. No Rights Granted. Nothing in this Agreement is intended to grant any rights or licenses under any patent, trade secret or copyright of either party to the other, nor shall this Agreement grant the Receiving Party any right whatsoever in or to the Confidential Information of the Disclosing Party, except the limited right to review such Confidential Information solely in connection with the Business Purpose.

6. Continuing Obligation. Whether or not the contemplated business relationship between the parties is consummated or the Business Purpose is completed, the covenants pertaining to confidentiality in this Agreement shall nevertheless remain in full force and effect for a period of two (2) years from the last disclosure of Confidential Information from one party to the other hereunder, unless the Disclosing Party expressly agrees in writing to release all or part of its Confidential Information from the restrictions imposed by this Agreement before such period has elapsed.



7. Injunctive Relief. A breach by either party of its promises or obligations hereunder will result in irreparable and continuing damage to the other party for which there will be no adequate remedy at law, and the aggrieved party shall be entitled to seek injunctive relief and/or specific performance, and any other relief as may be proper. No bond or other security shall be necessary with respect to such relief.

8. No Warranty. Each party acknowledges and understands that the other makes no representation or warranty in relation to any of its Confidential Information, its adequacy, accuracy, or suitability for any purpose, and except as expressly agreed in writing, shall not be liable for any loss or damage arising from any use of its Confidential Information howsoever caused.

9. Waiver and Modification. No failure or delay by a party hereto in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise thereof preclude any other further exercise thereof or the exercise of any right, power or privilege hereunder. The waiver of any breach or default hereunder shall not constitute the waiver of any subsequent breach or default. This Agreement may be modified only by a writing executed by authorized representatives of each party.

10. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas and Florida applicable to contracts executed and performed entirely therein, without regard to conflicts of law principles requiring the application of the laws of any other state or jurisdiction.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements or understandings, whether written or oral, between the parties regarding such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Phone	_____	Phone	_____