

## MUTUAL NON-DISCLOSURE AGREEMENT

This mutual non-disclosure agreement (the "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between Mercedes Taylor, ("Mercedes Taylor, LLC" or "Company"), and [\_\_\_\_\_] ("Client").

WHEREAS, Company and Client are evaluating or are engaged in a business relationship (the "Project(s)"), during which confidential and proprietary scientific, technical, commercial and financial information and data may be exchanged (the "Discussions"); and

WHEREAS, Company and Client desire to provide for the confidentiality of: (i) the Projects and/or Discussions, (ii) the information relayed during such Projects and/or Discussions; and, (iii) any discussions or exchange of Confidential Information (as such term is defined hereinafter) related to any contractual agreement between the parties contemplated hereunder, including the information relayed during the term of any such contractual agreement.

NOW THEREFORE, Company and Client hereby agree as follows:

1. Confidential Information. This Agreement shall apply to all proprietary and sensitive information, whether in written form or oral, disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in the course of the Project and/or Discussions contemplated hereunder ("Confidential Information"). All Confidential Information shall be afforded the protections and limitations set forth under this Agreement unless otherwise expressly stated in writing by the Disclosing Party. Confidential Information includes, but is not limited to, formulas and related information, inventions, processes, methods, products, product development, product specifications, patent applications, designs, samples, tools, financial information, marketing materials regardless of whether it is protected by trade secret, copyright, or patent law, manufacturing/processing plans, dispensing/distribution plans, financial or business plans, financial statements, techniques, know-how, data, research techniques, customer and supplier lists, sales or other financial or business information, and other derivatives, improvements and enhancements to any of the above, and the like.

2. Exceptions to Confidentiality. Confidential Information shall not include any information or data that can document or prove that: (i) at the time of disclosure or thereafter is generally available to the public (other than as a result of its disclosure by the Receiving Party or its Representatives in breach of this Agreement), (ii) was available to the Receiving Party on a non-confidential basis prior to disclosure by the Disclosing Party, as demonstrated by the Receiving Party's documented proof, (iii) was, is or becomes available to the Receiving Party on a non-confidential basis from a person who, to the Receiving Party's knowledge, is not otherwise bound by a confidentially agreement with the Disclosing Party, or is not otherwise prohibited from transmitting the information to the Receiving Party, (iv) has been independently developed by the Receiving Party; or (v) has been approved for release by written authorization of the Disclosing Party.

3. Restrictions on Use and Disclosure. Each party, as a Receiving Party, represents, warrants and agrees with the other that:

(a) it will not copy or reproduce any of the Disclosing Party's Confidential Information without the express prior written consent of the Disclosing Party at any time following receipt of such Confidential Information;

(b) it will not disclose any of the Disclosing Party's Confidential Information to any third party, other than to those employees, attorneys, accountants and other advisors of the Receiving Party and its affiliates ("Agents") who have a need to know such Confidential Information for purposes of this Agreement, without the consent of the Disclosing Party. Upon request of the Disclosing Party, Receiving Party must identify the name and contact information in writing of any such Agents within twenty-four (24) hours;

(c) in fulfilling its obligations under clauses (a) and (b) above, it will use the same care and discretion to avoid disclosure, publication, or dissemination of Confidential Information of the Disclosing Party as the Receiving Party employs with respect to similar information of its own that it does not desire to publish, disclose or disseminate, but in no case less than reasonable care;

(d) it will inform each Agent to whom it discloses Confidential Information of its obligations under this Agreement and will require each such Agent to abide by and comply with such obligations. Receiving Party shall be fully responsible for compliance of the terms of this Agreement by its Agents;

(e) it will not make any public statement or comment on the existence or provisions of this Agreement, or the existence or content of the Projects and/or Discussions, without the prior written consent of the Disclosing Party;

(f) it will not use any Confidential Information of the Disclosing Party except for the sole purpose of participating in the Projects and/or Discussions and/or performing under any agreement entered into by and between the parties; and

(g) it will immediately return or destroy (in its sole discretion) all or any part of the Disclosing Party's Confidential Information as requested by the Disclosing Party at any time during the term of this Agreement and upon the termination or expiration of this Agreement.

4. Disclosure Pursuant to Court or Governmental Order. Notwithstanding the provisions of Section 3 above, the Receiving Party may disclose Confidential Information of the Disclosing Party pursuant to a request or order made pursuant to applicable law, regulation or legal process, provided that (i) the Receiving Party gives the Disclosing Party prompt notice of such request or order so that the Disclosing Party has ample opportunity to seek a protective order, confidential treatment, or other appropriate remedy to such request or order, (ii) the Receiving Party provides the Disclosing Party with all reasonable assistance (at the Disclosing Party's expense) in opposing such required disclosure or seeking a protective order or confidential treatment for all or part of such Confidential Information, and (iii) the Receiving

Party discloses only such portion of the Confidential Information as is either permitted by the Disclosing Party or required by the court, tribunal, governmental agency or other authority, subject to any protective order or confidential treatment obtained by the Disclosing Party.

5. Former Client Confidential Information. Each party, as a Disclosing Party, agrees that it will not, during the term of this Agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which it has an agreement or duty to keep in confidence information acquired by that Disclosing Party, if any. Each party, as a Disclosing Party, also agrees that it will not bring onto the other party's premises any proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

6. Ownership. All Confidential Information disclosed under this Agreement shall be and remain the property of the Disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Receiving Party shall honor any request from the Disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information.

7. Publicity/Recognition. Client shall not issue any public statement or press release, including but not limited to, social media, that mentions Company or this Agreement; it being understood that nothing herein shall preclude Client from issuing a press release or other public statement, including but not limited to, social media, about the applicable Project(s) without referencing Company.

8. Equitable Relief. Each party acknowledges and agrees that the Confidential Information of the other is deemed by the Disclosing Party to constitute valuable trade secrets of the Disclosing Party, and that any unauthorized reproduction and/or disclosure of such information by the Receiving Party may cause the Disclosing Party irreparable harm for which its remedies at law may be inadequate. Each party hereby agrees that the Disclosing Party will be entitled, in addition to any other remedies available to it at law or in equity, to seek injunctive relief to prevent the breach or threatened breach of the Receiving Party's obligations hereunder.

9. No Impairment. Each Party will be free to use, develop or market, ideas or products similar to those of the other so long as such use, development or marketing does not infringe on the trade secret, copyright, trademark, patent rights or other intellectual property rights of the other and abides by the other restrictions of this Agreement, including Section 3(f) above. This Agreement does not create a relationship of agency, partnership, joint venture or license between the parties.

10. No Representations. Although each Party will use reasonable efforts to ensure the accuracy of Confidential Information disclosed to the other, neither party makes any representation or warranty as to the accuracy or completeness of such Confidential Information. Neither party will have any liability to the other under this Agreement for the accuracy or completeness of Confidential Information.

11. No Obligation to Complete Transactions. Neither party is bound to proceed with any transaction by and between the parties unless and until both parties sign a formal, written agreement setting forth the terms of such transaction. At any time prior to the completion of such a formal, written agreement, either party may terminate the Project and/or Discussions and refuse to enter into any subsequent transaction, for any reason or for no reason, without liability for such termination, even if the other party performed work or incurred expenses related to a potential transaction in anticipation that the parties would enter into a formal, written agreement regarding such a transaction.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

13. No Assignment. Neither party may assign this Agreement, nor may any of the rights hereunder be assigned or otherwise transferred to any third party, without the prior written consent of the other party. Any attempted or purported assignment or other such transfer by either party to any third party without such consent having first been obtained shall be void.

14. Term. This Agreement shall have a term commencing on the Effective Date and remain in full force in effect for as long as any Confidential Information disclosed to Receiving Party remains confidential.

15. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, discussions and understandings of the parties, whether written or oral. Should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof which will remain in full force and effect.

16. Acknowledgments. Both parties hereby acknowledge that they have read and understand the terms of this Agreement. The parties hereby agree to comply with and be bound by such terms of this Agreement.

17. Amendments and Waivers. No waiver, amendment or modification of any of the terms or provisions of this Agreement shall be valid unless in writing and signed by both of the parties. An instance of a waiver by a party of any breach or default in performance under this Agreement by the other party shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of a party to enforce any of the provisions of this Agreement shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

18. Execution. Both parties hereby agree that execution versions of this Agreement can be delivered by electronic mail, facsimile transmission or any other electronic means commonly used for business purposes, and that such delivery is deemed made upon receipt of such electronic or facsimile transmission by the other party. All such delivered versions of this Agreement shall be treated as an original for any purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

Mercedes Taylor, LLC

Client: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_, 2020

Dated: \_\_\_\_\_, 2020