

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is made and entered into as of the last date signed below (the "Effective Date") by and between Brian Bell representing Bravo Technologies AND its subsidiaries, agents, and affiliates, having its principal place of business at Iroquois Ct. Murfreesboro, TN (the "First Party"), and BhYrCLO, representing ZeVuExVFI who has a principal address of NyCwieLEB (the "Second Party"). Together referred to as the "Parties."

**WHEREAS**, the Parties have a mutual interest in discussions regarding potential business opportunities, which may involve the exchange of proprietary and confidential information (the "Confidential Information");

**NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:**

1. **Definition of Confidential Information** Confidential Information shall include, but is not limited to
  1. business plans, methods, and practices;
  2. financial data;
  3. employee and customer information;
  4. intellectual property including trademarks, copyrights, patents, and trade secrets;
  5. technical documents, specifications, and other related information;
  6. any other information marked or identified as confidential.
2. **Obligations of the Parties**
  1. **Identification:** Any Confidential Information disclosed shall be identified as proprietary by marking it as "Confidential," or in the case of oral disclosure, identified as confidential at the time of disclosure.
  2. **Non-Disclosure:** The Recipient agrees to maintain the confidentiality of the Confidential Information in perpetuity OR for the maximum period allowed by presiding law; and shall not disclose such information to any third party without the prior written consent of the disclosing Party.
  3. **Protection of Information:** The Recipient shall use at least the same degree of care in protecting the Confidential Information as it uses to protect its own proprietary information, but no less than a reasonable degree of care.
3. **Return or Destruction of Confidential Information** Upon the disclosing Party's request, the Recipient agrees to promptly return or destroy all Confidential Information and any copies, notes, or derivatives thereof.
4. **Injunctive Relief** The Parties acknowledge that unauthorized disclosure or use of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. The disclosing Party shall be entitled to seek injunctive relief in addition to any other legal remedies available.
5. **Exclusions from Confidential Information** Confidential Information does not include information that:
  1. is publicly known or becomes publicly known through no wrongful act of the Recipient;
  2. was known to the Recipient prior to disclosure by the disclosing Party;
  3. was disclosed to the Recipient by a third party without any obligation of confidentiality;
  4. is independently developed by the Recipient without reference to the disclosing Party's Confidential Information;
  5. is required to be disclosed by law or regulation.
6. **Relationship of Parties** This Agreement does not create any agency, partnership, or joint venture between the Parties, nor does it grant either Party any rights in or to the other Party's Confidential Information, except as explicitly provided herein.
7. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, and any disputes shall be subject to the jurisdiction of the courts in Rutherford County, Tennessee.
8. **Amendment** This Agreement may only be amended or modified in writing, signed by both Parties.
9. **Survival of Obligations** The confidentiality obligations of this Agreement shall survive the termination of this Agreement and will continue in perpetuity OR for the maximum period allowed by presiding law, whichever is longer, from the date of such termination.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the dates indicated below:

### 1<sup>st</sup> Party

Name: Brian Bell

Signature:



## 2<sup>nd</sup> Party

Name: BhYyrCLO

Signature:

Clear

Save Signature

**Audit Log**