

NON-DISCLOSURE AGREEMENT

This agreement ("Agreement"), dated _____ is entered by and between Mr. B Enterprises Inc., 38 Scarborough Road, Manchester, CT 06040 (the "Company") and _____ of _____ (the "Recipient"), and sets forth the terms and conditions of the confidential disclosure of certain information by the Company to Recipient.

I. CONFIDENTIAL INFORMATION

For the purposes of this agreement, "Confidential Information" shall mean any information, whether or not marked "Confidential" which is disclosed by the Company to Recipient in any tangible, oral or written form, including, but not limited to, documents, emails, devices, computer readable media, trade secrets, designs, product specifications, formulae, patterns, business methods, designs, inventions, processes, customer lists and related information, vendor lists, sales records, pricing lists, margins, and other compilations of confidential information, and all copies of such confidential information, and further includes.

- (a) Procedures for access and passwords of the Company's computers, databases, email accounts, computer systems, manuals or other documentation, screen, file, and/or systems and documentation normally related to the design or implementation of any computer programs utilized by the Company;
- (b) Lists of past, present and prospective clients and customers of Company and the names, addresses, telephone numbers, transaction data, personal financial data, credit card information Prospect lists for actual or potential clients or customers of Company and contact information relating to such actual or potential clients or customers and all other private information of individuals with whom the Company has dealt with in the past or future, plus any other information relating to those clients and customers which is transmitted to Recipient relating in any manner to the Companies business operations, business relationships and/or computer systems;
- (c) Lists of information about personnel seeking employment with or information regarding any person or entity which is employed and/or in any independent contractor relationship with Company;
- (d) Any other information relating to the Companies research, development, inventions, prototypes, business models, marketing strategy, implementation, purchasing, accounting, distribution engineering, marketing, merchandising and selling, including, but not limited to any documents submitted by Company to the United States Patent and Trademark Office (so long as such documents are not accessible by the general public), business methods, product production, product manufacture or any other information which is in any way related to the development, manufacture and/or production of Companies inventions and/or products.

- (e) Any information relating to Company's eCommerce platform configuration and customization, computer systems, customer identities and related personal information, all vendor/supplier identities and related information, Company's Google Ad Words marketing, planning, data, statistics and usage, Company's website analytics strategy, Website analytics data, link building strategy, search engine optimization (SEO) strategy, marketing strategies, proposals, reports and/or other proprietary information which relates to Company's business practices, correspondence, electronic communications and/or any other documents containing any Confidential Information which have been or may be generated, exchanged and/or transferred between Recipient for Company.

Recipient agrees not to use, reproduce, discuss, disclose (whether orally or in writing) or copy the Confidential Information, by any means whatsoever, except as set forth above. Upon written notice from the Company, Recipient's right to use the Confidential Information shall immediately terminate. Further, upon such termination, or upon written demand by the Company at any time, Recipient shall promptly return to the Company, or destroy, at the Company's option, all tangible materials that disclose or embody any Confidential Information.

II LIMITED DISCLOSURE

Recipient can disclose the Confidential Information only to its attorneys and/or accountants and to those employees who have a need-to-know such information for the reasonable business purposes contemplated herein, and who additionally are under an existing contractual obligation with Recipient to protect any and all Confidential Information disclosed to the by Company to Recipient. Recipient shall not remove any proprietary rights legend from any Confidential Information.

III. LIMITS ON CONFIDENTIAL INFORMATION

Confidential Information shall not, however, include any information which (i) was publicly known and/or available in the public domain prior to the time of disclosure; (ii) becomes publicly known and/or available in the public domain subsequent to the time of disclosure through no fault of Recipient; (iii) is in the possession of a party at the time of disclosure by the other party; (iv) is independently developed by a party without use of or reference to the other party's Confidential Information; (v) is received by a party from a third party without an accompanying duty of confidentiality; (vi) is required by law to be disclosed by a party, provided that the disclosing party gives the other party prompt written notice of such requirement prior to such disclosure; or (vii) has been approved for use or disclosure by the party supplying the Confidential Information. If a particular portion or aspect of the Confidential Information shall become subject to any of the above-mentioned exceptions, the parties expressly agree that all other portions or aspects of the Confidential Information shall remain subject to all of the provisions of this agreement.

IV COURT-ORDERED DISCLOSURE

In the event that Recipient is ordered to disclose the Company's Confidential Information pursuant to a judicial or governmental request, requirement, or order, Recipient shall notify the Company in writing within ten (10) days of its receipt of any such request, and shall take reasonable steps to assist the Company in contesting such request, requirement, or order, or in otherwise protecting the Company's rights prior making any such disclosure.

V NO WARRANTIES; NO LICENSE

Recipient acknowledges that the Confidential Information may still be under development, may be incomplete, and that such information may relate to products that are under development or are planned for development. The company makes no warranties regarding the accuracy of the Confidential Information. The Company accepts no responsibility for expenses, losses, or actions incurred or undertaken by recipient as a result of recipient's receipt or use of the Confidential Information. The Company makes no warranties or representations that it will in fact introduce any product or service relating to the Confidential Information.

Except as may be expressly specified within this agreement, the Company grants no license to Recipient under any copyright, patent, trademarks, trade secret, or other proprietary right, to use, utilize, or reproduce the Confidential Information and/or any of Company's other protected intellectual property.

VI NON-COMPETE

During the Term of this Agreement and for a period of two (2) years following termination of the parties relationship for any reason, Recipient may not perform any marketing, sales and/or any similar services related to the Confidential Information shared by the Company for any third-party (or its agents, contractors and/or employees) which has an existing contractual and/or vendor/supplier relationship with Company at the time of execution of this Agreement. Recipient agrees that violation of this section shall entitle Company to damages in an amount that is equal to ten (10) times of all sums paid by Company to Recipient during the Term of this Agreement, it being agreed that Company's damages in case of Recipient's breach hereunder might be impossible to ascertain and that the agreed upon amounts constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

VII SOLICITATION AND HIRING OF EMPLOYEES.

The Recipient, its agents, assigns and/or affiliates hereby agree not to knowingly solicit and/or employ, in any capacity whatsoever, any of the Company's past or present employees, and/or the past or present employees of Company's agents, assigns and/or affiliates for a period of twelve (12) months following the date of termination of this Agreement, without the express, written permission of the other party. This provision shall survive the termination of this Agreement. A party aggrieved by a violation of the above provisions shall have the right, subject to the provisions contained herein, to seek injunctive relief as against the party committing such violation, as well as

any other remedy which such aggrieved party may have at law and/or equity.

VIII MISCELLANEOUS

Recipient agrees that any breach of this agreement will cause “irreparable harm” to the Company, and that in the event of such breach, Recipient consents and agrees that the company shall have, in addition to any and all remedies at law, the right to seek temporary restraining orders, injunctions, specific performance, and/or other equitable relief to prevent the violation of such party’s obligations under the terms of this agreement. In the event Company obtains any injunction against recipient arising out of Recipient’s violation of this Agreement, then recipient shall pay all reasonable attorney’s fees incurred by Company in any related litigation between the parties, regardless of outcome. The parties hereby consent and agree that all provisions of the U.S. Defend Trade Secrets Act (18 U.S.C. §§ 1831-1836, et seq) are applicable to this agreement as well as all aspects of the relationship between the parties. The interpretation, performance, and enforcement of this agreement shall be governed by and construed in accordance with the laws of the State of New York. The parties agree to submit to the exclusive venue and jurisdiction of the Federal and State courts located in the City, County and State of New York to resolve any dispute arising in connection with this Agreement which cannot be resolved amicably.

The term of this Agreement and the duration of the limits on disclosure of any Confidential Information shall be ten (10) years following the date first set forth above. This agreement shall not be assignable without the express written consent of the other party. Any agreement or modification to this agreement, or any waiver of the terms of this agreement, shall be effective only upon written execution of an amendment to that effect by both parties. Any waiver of a breach of this agreement by either party shall not operate or be construed as a waiver of any subsequent breach. If any provision of this agreement is held by a court to be invalid or unenforceable, such provision will be reformed and construed to the fullest extent enforceable, and the remainder of this agreement shall remain in force and effect. This agreement expresses the entire agreement and understanding of the parties with respect to the subject matter of this agreement, and supersedes all prior oral or written agreements, commitments, and understandings pertaining to the Confidential Information.

The parties agree that this Agreement may be signed in any number of counterparts, and that executed counterpart copies of this agreement may be exchanged via facsimile or electronic mail, each of which, taken together, shall constitute an original for all intents and purposes.

COMPANY:

Mr. B Enterprises Inc.

by: _____
Brendan Sheehan, President

RECIPIENT:

Company: _____

Sign: _____

Print: _____