

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure and Non-Compete Agreement is entered as of the _____ day of _____, between _____ (company) and _____ and affiliations, located at address _____ and Product Crew, LLC of the following address 188 Front Street, Suite 116-78, Franklin, TN 37064 [collectively the “parties”], and all of the parties’ parents, affiliates, employees, owners, agents and subcontractors.

The parties have entered into discussions and started work regarding business wherein confidential information of one party that either has or may be disclosed to another. In order to maintain the confidentiality of that information, the parties agree as follows:

1. The term “Information” means any data or other information proprietary to a party that is of a secret or confidential nature, including but not limited to technical information, financial data, business plans, marketing plans, personnel information, drawings, samples, devices, demonstrations, trade secrets, systems and software, results of research, financial information, customer lists, business associates, suppliers, manufacturers, sources of supply, business relationships, product development, specifications, manufacturing methods, product formulas, product uses, business and production processes, including but not limited to sterilization, data used to validate processes, and manufacturing purposes for the product. The Information may be in oral, digital or electronic media, or written form. The parties agree that all information disclosed under this Agreement is assumed to be confidential Information. If a party is uncertain as to whether information disclosed by the other party is confidential Information, the uncertain party will promptly ask the other to either designate or disclaim that information as confidential. Furthermore, information is solely to be used and shared for the mutual benefit of both parties in their working relationship together. The information, as well as resources and relationships shared by each party, are not to be utilized or used outside the purposes of their working relationship together.
2. The parties will hold in confidence all Information disclosed hereunder. The parties will use the Information solely for the business relationship with the other and for any work they establish between the parties, if any (the “Business Purpose”). No party may disclose to third parties that a business relationship is contemplated, or that a Business Purpose has been established, without the express written consent of all parties. Information solely for the business

relationship includes as well any resources and relationships shared by each party for the purpose of developing the product and manufacturing the product.

3. Each party will disclose the Information only to those persons who need to know it in order to accomplish the contemplated Business Purpose and who have been informed of, and agreed to in writing, the obligations to maintain confidentiality of the Information under this Agreement. Each party is responsible for any unauthorized use or disclosure of the Information by persons under its employ, contract, or control.
4. Information disclosed under this Agreement shall not be deemed Confidential Information if it:
 - is authorized for release in writing by the party to whom the Information belongs; or
 - in the opinion of that party's counsel, is required to be produced by a court order or other government action.
5. Title and ownership of the Information, as well as related resources and relationships shared for the purposes of manufacturing the product, will at all times remain with the party providing the Information.
6. Should Information be disclosed, used, copied, retained or not destroyed in breach of this Agreement, the non-breaching party will have the right to obtain an injunction to prevent future breaches, without proof of damage or irreparable loss to that party. This right will be in addition to all other rights the party owning the Information may have to restrain the use, disclosure, copying or retention of the Information and in addition to any rights to damages the party may have.
7. This Agreement shall remain in effect for the longer of (a) three years from the date of this Agreement or (b) three years from the expiration of any business arrangement entered into by the parties as a result of the exchange of Information made pursuant to this Agreement. Notwithstanding the above, the duty of confidentiality for Information disclosed during the term of this Agreement shall remain in effect in perpetuity.
8. This document contains the entire agreement of the parties on this subject. No party has made or relied on, or authorized its representatives to make or to rely upon, representations made outside this Agreement. The parties may amend this Agreement only by a writing signed by all of the parties. The validity

of any provision of this Agreement will not affect any other provision, and the remainder of the Agreement will be construed as if the invalid provision were omitted. This Agreement will be construed without regard to which party wrote it. This Agreement will be governed and construed by the laws of the State of Tennessee. Any action arising from this Agreement shall be brought in the appropriate state or federal court located in Williamson County, Tennessee, and the parties waive objection to jurisdiction or venue of that court. The parties expressly waive the right to trial by jury. The prevailing party to any such action shall be entitled to recover from the other all costs and expenses incurred in connection with the action, including reasonable attorney's fees.

9. The parties acknowledge that "Information" includes resources and relationships used for the purposes of product development, manufacturing and the supply of the product.
10. Nothing in this Agreement shall be construed as granting a party any license for any purpose under any know-how, show-how, patent, trade or service mark, trade dress, trade secret and/or any and all other intellectual property rights of the other party. The party providing the Information retains all right, title and interest to any Information disclosed to the other party hereunder.
11. The parties acknowledge that: (a) they have read this Agreement; (b) they understand the terms and conditions of this Agreement; (c) they have had the opportunity to seek legal counsel and advice; (d) are of equal bargaining power; and (e) they have relied on their own judgment in entering into this Agreement.
12. The parties may execute this Agreement in counterparts, including via email or facsimile signature, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

ACCEPTED AND AGREED:

Company: Product Crew, LLC

Signed By: Signed By:

Title: Title: