

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”), effective this ____ day of _____, 2021 (the “Effective Date”), is made by and among _____, (the “Receiving Party”), _____, (the “Company”) and Monarch Business Consulting, LLC (“Monarch” together with the Company are hereinafter collectively referred to as the “Disclosing Party”).

RECITALS:

WHEREAS, the parties are interested in discussing the evaluation of a possible transaction or other business opportunity (the “Purpose”) and in the course of such discussions, the Disclosing Party will disclose to the Receiving Party certain Confidential Information (as defined below); and

WHEREAS, in this context, Receiving Party shall be exposed to and become privy to certain oral and written information and materials prepared by the Disclosing Party that are confidential and proprietary to the Company or otherwise not generally known to the public.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, Disclosing Party and Receiving Party agree as follows:

1. TERM. This Agreement shall commence on the Effective Date and the obligations of confidentiality set forth in this Agreement shall survive for a period of three (3) years (the “Survival Period”).
2. CONFIDENTIAL INFORMATION. As used herein, the term “Confidential Information” all non-public, confidential or proprietary information regarding the Company and/or the Purpose or constitutes a trade secret, including, but not limited to, all documents and other tangible items relating to the Company and/or the Purpose including, without limitation, information concerning the Company’s business, including cost information, profits, pricing, revenues, accounting and unpublished financial information, business plans, gross profit percentages, banking information, markets and marketing methods, customer/client lists, purchasing techniques, supplier lists, supplier information, advertising strategies, business structure and processes, scientific, technological or economic engineering information, including patterns, plans, compilations, proprietary software, hardware devices, formulas, designs, methods, techniques, computer software applications, programs or codes, whether tangible or intangible and in whatever formed stored, compiled or memorialized whether physically, electronically, graphically, photographically, or in writing, all data, reports, operating processes, procedures and plans, analysis, processes, operations, trade secrets, studies interpretations, projections, intellectual property of any kind, prototypes or legal documents to effect the business structure and any other information that are proprietary to the Company and not generally available to the public. The parties acknowledge and agree that Confidential Information shall not include any information which: (a) is public, or becomes publicly known, unless the information becomes publicly known as a result of a breach of this Agreement; (b) is, at the time of disclosure to Receiving Party, already known to Receiving Party without restriction on disclosure and Receiving Party can demonstrate that such information was in its possession by furnishing written documentation which predates disclosure; (c) is, or subsequently becomes, rightfully in

Receiving Party's possession without an obligation restricting disclosure, and without Receiving Party being aware of a breach of this Agreement; or (d) is explicitly approved for release by written authorization of the Disclosing Party.

3. LIMITED RIGHT OF ACCESS. Receiving Party shall (a) have access to the Confidential Information, which includes any notes, memos, analyses or documents in any media that incorporate or refer to the Confidential Information provided by Disclosing Party for the Purpose and for no other reason; and (b) not use or disclose the Confidential Information for any other purpose. Upon the request of Disclosing Party Receiving Party shall promptly deliver to Disclosing Party all Confidential Information in its possession or control, without retaining copies thereof, and to the extent that such Confidential Information is not in tangible form, ensure that all such Confidential Information (and all media through which Confidential Information has been stored) is destroyed or erased.

4. OWNERSHIP OF CONFIDENTIAL INFORMATION. Receiving Party acknowledges that Receiving Party has no rights or interest in or to the Confidential Information and none are granted or implied by this Agreement.

5. INJUNCTIVE RELIEF. If Receiving Party, or anyone acting with the express or implied consent of Receiving Party, breaches this Agreement, Disclosing Party shall have the right, in addition to any other remedies which may be available to it, to injunctive relief enjoining any further acts or attempts to breach this Agreement, it being acknowledged by the parties that legal remedies are inadequate.

6. AMENDMENTS; GOVERNING LAW. This Agreement may not be amended except in a writing signed by the parties. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to or application of choice-of-law rules or principles.

7. COUNTERPARTS. This Agreement may be executed in separate counterparts (including by facsimile signature pages), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

[Signature blocks on following page]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

Disclosing Party:

Monarch Business Consulting, LLC on behalf of the Company

By: David H. Waterman

Name: David H. Waterman

Title: Managing Director

Receiving Party:

By: _____

Name: _____

Title: _____