



**MONOLITH**  
MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between \_\_\_\_\_ ("Business Owner"), and Monolith Global Partners LLC being registered and incorporated in the state of Delaware ("Company").

**BACKGROUND:**

The parties wish to explore a business opportunity of mutual interest and, in connection with this opportunity and the resulting business relationship, if any, each party may disclose to the other pursuant to this Agreement certain information related to the above which the disclosing party owns or has in its possession and deems proprietary and confidential. The parties wish to set forth the terms and conditions relating to the treatment of such information.

NOW, THEREFORE, Company and Business Owner, for good and valuable mutual consideration, hereby agree as follows:

1. The Business Owner shall disclose to the Company certain proprietary and confidential information relating to the above and plans of the Business Owner ("Business Owner Confidential Information"). Through Business Owners employees and those of its affiliated companies, shall disclose to the Company certain proprietary and confidential information relating to the above and plans of the Business Owners customers and affiliated companies ("Confidential Information"). For purposes of this Agreement, the term "Customers" shall mean and include All of Business Owners customers and their affiliated companies. The Company shall disclose to the Business Owner proprietary and confidential information relating to the above and plans of the Company ("Company Confidential Information"). Through the Company's employees and those of its affiliated companies, shall disclose to the Business Owner certain proprietary and confidential information relating to the above and plans of the Company customers, investors, buyers and affiliated companies ("Confidential Information").
2. The Company shall exercise reasonable care to prevent the disclosure of the Business Owners Confidential Information to any other person, firm, or corporation, and shall exercise the same degree of care to avoid any such disclosure of Business Owners Confidential Information as it employs with respect to its own confidential and proprietary information of similar sensitivity to the Company.
3. The Business Owner shall exercise reasonable care to prevent the disclosure of the Company Confidential Information to any other person, firm, or corporation, and shall exercise the same degree of care to avoid any such disclosure of the Company Confidential Information as it employs with respect to its own confidential and proprietary information of similar sensitivity to the Business Owner.
4. Any reports or other documents resulting from the exchange of information hereunder shall be treated as Confidential Information or Business Owner Confidential Information or Company Confidential Information, as the case may be.
5. Neither Company Confidential Information nor Business Owner Confidential Information nor Confidential Information shall include, however, any information that:
  - (a) is now or hereafter becomes publicly known without violation of this Agreement; or
  - (b) was known by the recipient prior to the time of disclosure hereunder; or
  - (c) was received by the recipient from a third party legally entitled to disclose the information; or
  - (d) is independently developed by the recipient (including, in the case of Company Confidential Information and Business Owner Confidential Information and Confidential Information, any of its affiliated companies) without resort to the information disclosed hereunder.

6. Notwithstanding the failure of Business Owner or Company to so mark or reduce to writing, information that, by its very nature, or under the particular circumstances of disclosure, should reasonably be understood to be confidential or proprietary, shall be deemed to be Company Confidential Information or Business Owner Confidential Information or Confidential Information, as the case may be. Upon the request of the disclosing party at any time, the recipient shall promptly return all such tangible confidential information, including all copies in whatever medium embodied, to the disclosing party; provided, however, that the receiving party may retain one copy thereof in the files of its Corporate Legal Department which shall be used solely for purposes of determining its obligations under this Agreement.
7. Neither party shall communicate any information to the other in violation of the proprietary rights of any third person.
8. The obligations specified in sections 2 and 3 of this Agreement shall terminate two (2) years after the date of disclosure of the applicable confidential information under this Agreement.
9. This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes all prior discussions and agreements, either oral or written, express or implied, relating to the subject matter hereof. Any amendments to this Agreement must be in writing and executed by authorized officials of the parties hereto.
10. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the later date set forth below.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Business Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Monolith Global Partners LLC.  
Company

/John J Ellsworth/  
Signature

John J Ellsworth  
Printed Name

Chief Legal Officer  
Title

May 28, 2020  
Date