

**GLOBALPRODUCTMAKERS.COM  
LLC CONFIDENTIALITY AND  
NON-DISCLOSURE AGREEMENT**

This **CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT** (this “Agreement”) is entered into on the dates set forth below, to be effective as of this the \_\_\_\_ day of \_\_\_\_\_, 2023, by and among: on the first hand, GLOBALPRODUCTMAKERS.COM LLC, an individual; (the “Owner”); and, \_\_\_\_\_, an individual (the “Disclosee”). Owner and Disclosee are referred to collectively herein as the “Parties” and sometimes individually as a “Party.”

Recitals

A. Owner maintains confidential information which may be subject to future U.S. patents, product and business development, including potentially patentable concepts, designs, descriptions, methods, techniques, records and projections, equipment specifications, and other proposals and business opportunities, or ideas. This information is referred to collectively herein as the “**Information.**”

B. Owner would like to disclose the Information to Disclosee for the purpose of determining if Disclosee is interested in providing professional services to Owner and/or a forming a business relationship with Disclosee potentially to bring the product to market, which business relationship may include a joint venture agreement, capital investment, licensing, partnership and/or other legal arrangements.

C. The Parties wish to enter into this Agreement to memorialize their agreement concerning the protection of the confidentiality of the Information and the agreement of Disclosee not to circumvent the Owner in using any of the Information.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the sufficiency and receipt of all of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows.

1. Confidentiality of Information.

(a) Disclosee will not disclose the Information of Owner to any third party without the consent of Owner, unless such disclosure is (i) required to be disclosed by applicable law or (ii) made to Disclosee’s agents, consultants or attorneys or to officers or employees or affiliates of Disclosee for the purpose of evaluating the Information or the business plans of Owner, in which event Disclosee will cause all such persons to agree to be bound to Owner by the terms of this Agreement, and in which event Disclosee will be responsible to Owner as provided herein for any failure by any of Disclosee’s agents, affiliates, parent companies, managers, representatives, employees, independent contractors, consultants or attorneys to adhere to the terms of this Agreement. Disclosee shall

keep any such disclosed Information shall remain confidential for a period of two years from the date it was received or earlier if such Information becomes available as set forth in Section 1(c).

(b) Disclosee shall be responsible for any breach of this Agreement by its agents, employees, representatives, contractors or clients, or by any person to whom Disclosee discloses the Information, intentionally or inadvertently.

(c) Information shall not include any data or information: (i) which is already known to the receiving party at the time it is disclosed to the receiving party; or (ii) which before being divulged by the receiving party: (A) has become generally known to the public through no wrongful act of the receiving party; (B) has been rightfully received by the receiving party from a third party without restriction on disclosure and without, to the knowledge of the receiving party, a breach of an obligation of confidentiality running directly or indirectly to the other party hereto; (C) has been approved for release by a written authorization by the other party hereto; (D) is required to be disclosed by operation of law; or (E) is independently developed by the receiving party without use, directly or indirectly, of the Information received from the other party hereto.

2. Confidentiality of Negotiations. Disclosee shall not disclose, without the prior consent of Owner, the fact that the Information has been made available to Disclosee or the existence of negotiations among the Parties, except as provided herein and except as may be required by applicable law.

3. Return of Information. At any time and for any reason in Discloser's sole discretion, within ten (10) days following a written request therefor by Owner, Disclosee shall return all the Information to Owner, including all documents and copies thereof, and all drawings, descriptions, analyses, compilations, forecasts, studies and other documents prepared or supplied by Owner. Disclosee shall be entitled to retain (i) any analyses, compilation, evaluations, memoranda, notes or similar materials not supplied or prepared by Owner and (ii) one copy of the Information in order to establish the scope of the Information supplied and returned to Owner hereunder.

4. No Warranties. Owner will endeavor to provide Disclosee with materials and information, which Owner believes, to the best of its knowledge, are reliable for the purposes recited above. However, Owner makes no representations or warranties, express or implied, in this Agreement concerning the accuracy or completeness of any Information that is supplied to Disclosee hereunder.

5. Remedies for Breach of Agreement by Disclosee. In the event of disclosure of any of the Information by Disclosee in violation of the terms of this Agreement, or in the event of any breach or threatened breach of any kind of this Agreement by Disclosee, the Parties acknowledge and agree that Owner may resort to any one or more of the following remedies, which are intended by the Parties to be cumulative and to be available to Owner in addition to any and all other rights and/or remedies that may be available to Owner at law or equity:

(a) Obtain an injunction or other equitable relief preventing Disclosee from releasing the Information or attempting to circumvent or breach any provision of this Agreement, it being the express understanding and agreement of the Parties that any breach of this Agreement by Disclosee would cause immediate and irreparable harm to Owner and that damages at law arising from any such breach would not adequately compensate Owner for the harm suffered by Owner as a result of such breach; and/or

(b) Obtain and/or seek to obtain all such other legal and/or equitable remedies to which Owner may be entitled under applicable law, including, without limitation, monetary damages.

6. Assignment by Owner. Owner shall be entitled to assign its rights and duties under this Agreement to a corporation, partnership or limited liability company in which or of which Owner or any owner or affiliate of Owner is an owner, shareholder, partner or member, and upon such assignment, Owner shall be relieved of further liability to Disclosee under this Agreement. Disclosee shall not assign any of its rights, duties or obligations hereunder without the prior written consent of Owner.

7. General Provisions. The provisions of Exhibit A attached are a part of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed and delivered this Agreement on the dates set forth below, to be effective as of the date first set forth above.

**GLOBALPRODUCTMAKERS.COM LLC**

Date: \_\_\_\_\_

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

\_\_\_\_\_  
(Disclosee)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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## EXHIBIT A

### attached to and a part of the CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

#### General Provisions

1. Waiver. No delay by a Party in exercising any right or remedy shall constitute a waiver of a Party's rights under this Agreement, and no waiver by either Party of the breach of any covenant of this Agreement by the other shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

2. Termination. Either Party may terminate this Agreement if the other Party breaches any material obligation hereunder and fails to cure such breach within thirty (30) days after receiving written notice of such breach. The termination or expiration of this Agreement shall not terminate any obligation accrued prior to such termination or expiration.

3. Notices. No notice, consent, approval or other communication provided for herein or given in connection herewith shall be validly given, made, delivered or served unless it is in writing and delivered personally, sent by overnight courier, or sent by registered or certified United States mail, postage prepaid, with return receipt requested, to the addresses for each Party provided by the Party to the other Parties from time to time. Any Party hereto may from time to time change its address by notice to the other Parties given in the manner provided herein. Notices, consents, approvals, and communications by mail shall be deemed delivered upon the earlier of forty eight (48) hours after deposit in the United States mail in the manner provided above or upon delivery to the respective addresses set forth above if delivered personally or sent by overnight courier.

4. Interpretation and Time. The captions of the paragraphs of this Agreement are for convenience only and shall not govern or influence the interpretation hereof. This Agreement is the result of negotiations among the Parties and, accordingly, shall not be construed for or against either Party regardless of which Party drafted this Agreement or any portion thereof. Time is of the essence under this Agreement.

5. No Partnership, No Third Party Beneficiaries. This Agreement is not intended to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement among the Parties. No term or provision of this Agreement is intended to, or shall, be for the benefit of any third party beneficiary, person, firm, corporation or other entity not a party hereto, and no third party shall have any right or cause of action against any of the Parties under this Agreement.

6. Entire Agreement. This Agreement constitutes the entire agreement among and reflects the reasonable expectations of the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition may be made to this Agreement except by a writing executed by all of the Parties.

7. Further Documents . Each of the Parties shall execute and deliver all such other and additional documents and perform all such acts, in addition to execution and delivery of this Agreement and performance of the Party's obligations hereunder, as are reasonably required from time to time in order to carry out the purposes, matters and transactions that are contemplated in this Agreement.

8. Incorporation of Exhibits . All exhibits attached to this Agreement are by this reference incorporated herein.

9. Governing Law . This Agreement shall be governed by the laws of the State of Utah.

10. Counterparts . This Agreement may be executed in any number of counterparts. A set of counterparts showing signatures by all Parties, taken together, shall constitute a single copy of this Agreement. This Agreement may be executed by original or fax signature.

11. Resolution of Disputes . In the event of any dispute among the Parties as to its rights and obligations under this Agreement, including, but not limited to, any question as to whether or not a Party has performed its obligations fully or remedied an alleged breach, and any and all other disputes arising under this Agreement, shall be resolved as follows: the Parties shall submit its dispute to at least four (4) hours of mediation in accordance with the mediation procedures of the American Arbitration Association (the "AAA"). In the event the dispute does not then settle within 15 calendar days after the first mediation session, the Parties agree to submit the dispute to binding arbitration in accordance with the arbitration procedures of the AAA except as modified in this Agreement. The arbitration hearing shall be conducted no later than 45 calendar days after the first mediation session. The arbitrator or arbitrators conducting the arbitration hearing shall render the arbitration decision in writing, which writing shall explain the reasoning and bases for the decision. The Parties agree to share equally the costs of mediation. However, if the dispute is settled through arbitration, the prevailing Party shall be entitled to recover all costs incurred, including reasonable attorney's fees, to enforce its rights hereunder, in addition to any damages recovered.

12. Severability . If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

13. Recitals . The recitals set forth above are a part of this Agreement.

14. Jurisdiction and Venue . Venue for and jurisdiction over any legal proceedings available to the Parties hereunder shall lie in the appropriate courts of the State of Utah.