NON-DISCLOSURE AGREEMENT

BETWEEN: **Loos & Co, Inc. ("Loos")**

AND: **VISITING COMPANY**

Effective Date: 4/02/2019

WHEREAS both parties desire to enter into discussions to be covered by a Non-Disclosure Agreement ("**Agreement**");

AND WHEREAS, in the course of such discussions it will be necessary and desirable for one or both parties to disclose to each other confidential and proprietary information;

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the exchange and sufficiency of which is hereby acknowledged, Loos and visiting company agree that:

1. Loos and visiting company contemplate that they may disclose Confidential Information to the other as part of their on-going business discussions.

2. "**Confidential Information"** shall mean all data, technical, business, corporate, financial, and other information, regardless of form, format or media, that is of value to the Discloser, and that is not generally known to the public.

3. This Agreement controls all Confidential Information disclosed between the parties hereto.

4. Recipient's duty to protect Confidential Information disclosed under this Agreement commences on the Effective Date and shall survive the termination of this Agreement.

5. The Recipient shall use the Confidential Information only for the intended purpose of continuing to develop a business relationship and develop new business opportunities ("**Purpose**").

6. Recipient shall protect the disclosed Confidential Information by using the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care, to prevent any unauthorized use, dissemination or publication of the Confidential Information. Recipient shall permit access to the Confidential Information only to those of its employees and contractors who require access or need to know for the Purpose, and only after those employees are made aware of, and agree to adhere by, the conditions set out in this Agreement. Recipient agrees not to use the Confidential Information except as provided in this Agreement without the prior written approval of the Discloser in each instance.

7. On receipt of a written demand from the Discloser, or at the termination or expiration of this Agreement, Recipient shall make all commercially reasonable efforts to return or, at the Discloser's discretion, destroy all Confidential Information, including any copies thereof, and any memoranda, notes, electronic or other documents derived from or relating to the Confidential Information. In the event of destruction, Recipient shall certify its destruction in writing to the Discloser within thirty (30) days thereafter.

8. The Recipient acknowledges that the Confidential Information disclosed hereunder is highly sensitive. The Recipient acknowledges that a breach of the obligations in this Agreement may cause the Discloser irreparable harm for which monetary damages may not be a sufficient remedy. Recipient agrees and acknowledges that the Discloser shall be entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach thereof, in addition to any other remedies available at law or in equity.

9. The Recipient shall have a duty to protect all Confidential Information which is disclosed by the Discloser to the Recipient.

10. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which (a) was in the Recipient's possession before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient without use or reference to the Confidential Information of the Discloser; (f) is disclosed under operation of law, provided that the Recipient gives the Discloser prompt written notice of such request or requirement so that the Discloser may seek a protective order or other appropriate remedy and provided that the Recipient limits its disclosure of Confidential Information to the extent required; or (g) is disclosed by the Recipient with the Discloser's prior written approval.

11. The Recipient warrants that it has the authority to bind the company it represents to the non-disclosure and confidentiality obligations contained herein. The Confidential Information is provided on an 'as is' basis.

12. All Confidential Information remains the property of the Discloser and no license or other rights in the Confidential Information is granted hereby, whether directly or by implication, under any intellectual property rights.

13. Neither party has an obligation under this Agreement to purchase any service or item from the other party.

14. The parties do not intend that any agency, partnership, joint venture, or employment relationship be created, constituted, or recognized between them by this Agreement. This Agreement shall create no obligation whatsoever on the Discloser to disclose any particular kind or quantity of information to the Recipient.

15. This Agreement contains the entire understanding between the parties with respect to the safeguarding of the Confidential Information hereunder, and supersedes all prior communications and understandings. All additions, waivers, or modifications to this Agreement must be made in writing and must be signed by both parties.

16. This Agreement and the rights and obligations granted to and undertaken by the parties shall not be assigned or transferred, in whole or in part, without the prior written consent of the other party.

17. Each provision of this Agreement, and any part thereof, shall be construed separately and independently from each other. Accordingly, if any provision of this Agreement is found to be unenforceable or invalid, such provision shall be ineffective to the extent of such unenforceability or invalidity, without affecting the remaining provisions of this Agreement.

18. No delay, failure or waiver by either party to exercise any right or remedy under this Agreement, and no partial or single exercise, shall operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor shall any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

19. The term of this Agreement shall commence on the Effective Date and shall expire 5 years from the Effective Date unless extended in writing be the Parties. Either Party may terminate this Agreement at any time by providing a 30 day written notice to the other Party. Unless otherwise agreed between the Parties in writing, the obligations of the Parties under this agreement shall be for an indefinite term and shall survive any termination or expiration of the Agreement.

20. This Agreement is made under and shall be construed according to the laws of the State of Connecticut, without regard to the laws pertaining to conflict of laws.

21. All parties agree that the delivery of signatures by way of pdf or facsimile will be treated as though such reproductions were executed originals.

In witness whereof, each of the Parties has caused this Agreement to be executed as a legally binding contract on the Effective Date.

Loos & Co, Inc.

By: _____

Name:
Title:

Visiting Company.

By: _____

Name:
Title: