

SHADY SUN SUNLESS LLC - PRIVATE LABEL DIVISION

Mutual Non-Disclosure Agreement

Each undersigned party (the "Receiving Party") SHADY SUN SUNLESS, LLC understands that the other party (the "Disclosing Party") _____ for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

For purposes of this Agreement, nothing will be considered "Proprietary Information" of the Disclosing Party unless either (1) it is first disclosed in tangible form and is conspicuously marked "Confidential," "Proprietary" or the like or (2) it is first disclosed in nontangible form and orally identified as confidential at the time of disclosure and is summarized in tangible form conspicuously marked "Confidential" within 30 days of the original disclosure.

In consideration of the parties' discussions and any access the Receiving Party may have to Proprietary Information of the Disclosing Party, the Receiving Party hereby agrees as follows:

1. Use of Proprietary Information. The Receiving Party agrees: a. to hold the Disclosing Party's Proprietary Information in confidence and to take reasonable precautions to protect such Proprietary Information, including, without limitation, all precautions the Receiving Party employs with respect to its confidential materials, b. to not divulge any such Proprietary Information or any information derived there from to any third person except consultants, subject to the conditions stated below, and c. not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally whether to enter into the currently contemplated agreement with the Disclosing Party.
2. Return of Proprietary Information. Upon the decision by either party not to enter into the agreement, or a request by the Disclosing Party, at any time, the Receiving Party will turn over to the Disclosing Party all Proprietary Information of the Disclosing Party including any and all records, notes, and other written, printed, or tangible materials in its possession. Disclosing Party is responsible for cost of sending requested materials.
3. Disclosure. Except to the extent required by law, neither party shall disclose the existence or subject matter of the negotiations or business relationship contemplated between the parties.
4. Exclusions from Confidential Information. This Agreement does not hold the Receiving Party under obligation to extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; and/or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
5. Relationship. This Agreement is not intended to constitute either party a partner, joint venture or employee of the other party for any purpose.

This Agreement shall be governed by the law of the State of Maryland without regard to the conflicts of law provisions thereof. This Agreement supersedes all prior discussions and writing and constitutes the

entire agreement between the parties with respect to the subject matter hereof. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver. This Agreement shall be construed as to its fair meaning and not strictly for or against either party.

In witness whereof, the parties have executed this Agreement as of the ____ day of _____ 202__.

COMPANY 1 NAME: SHADY SUN SUNLESS, LLC

NAME / TITLE: AMANDA ARNOLD, FOUNDER

EMAIL: INFO@THESHADYSUN.COM

COMPANY 2 NAME: _____

NAME / TITLE: _____

EMAIL: _____