

# MARVIN CAROLINA JR.™

## NON-DISCLOSURE AGREEMENT

This Agreement is effective, as of the date signed below, between **Marvin Carolina Jr., LLC** located at 829 Donovan Rd. #401, Lee's Summit, MO 64086 and \_\_\_\_\_ located at \_\_\_\_\_

### BACKGROUND

This Agreement sets forth the rights and obligations of the parties with respect to the use, handling, protection, and safeguarding of Proprietary Information that is disclosed by and between the parties for the purpose of discussing all contracts and/or solicitations. This agreement will remain in effect for a period of five (5) years as detailed in the Agreement Terms and Conditions.

### TERMS AND CONDITIONS

**1. Definition of Proprietary Information.** Proprietary Information means all information connected to Technical and Business information relating to Marvin Carolina Jr., LLC proprietary ideas, patentable ideas copyrights, and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

In addition to the above, Confidential Information shall also include, and Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Marvin Carolina Jr., LLC in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Marvin Carolina Jr., LLC in any other manner; and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within sixty (60) days of the disclosure.

**2. Procedure to Protect.** To gain protection under this Agreement as Proprietary Information, an originating party will disclose information in written or other permanent form and will clearly and conspicuously mark such information as being proprietary using an appropriate legend. Information stored in electronic or other storage media constitutes information in permanent form. Such electronic information will be adequately marked if a proprietary legend displays when the information originally runs on a computer system and when the information is printed from its data file. If an originating party originally discloses information in some other form (e.g., orally or visually), a receiving party will protect such information as Proprietary Information to the extent that the originating party:

- (a) Identifies the information as proprietary at the time of original disclosure;
- (b) Summarizes the Proprietary Information in writing;
- (c) Marks the writing clearly and conspicuously with an appropriate proprietary legend;
- (d) Delivers the writing to the receiving party within thirty (30) days following the original disclosure.

For the purposes herein, any discussion concerning Marvin Carolina Jr., LLC pass-through, payment terms, or potential or actual team composition will be considered proprietary and will not be disclosed to any other third party or to any employee without a valid need to know. An originating party will not identify information as proprietary unless the originating party believes that such information is proprietary or constitutes a trade secret. The parties will attempt to limit the exchange of Proprietary Information, disclosing only that Proprietary Information necessary for the purposes of this Agreement.

## NON-DISCLOSURE AGREEMENT

- 3. Limited Distribution.** A receiving party will limit access to Proprietary Information it receives to its employees who have a “need-to-know” the Proprietary Information for the purposes expressed above. A receiving party will copy Proprietary Information only as reasonably necessary for it to complete the purposes of this Agreement. In the event that a receiving party has other team members for this effort and the receiving party needs to disclose the Proprietary Information for the purposes of this Agreement, release and disclosure are permitted provided that those team members are under obligations to hold such information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Agreement.
- 4. Limitations on Use or Disclosure.** For a period of five (5) years after receipt of Proprietary Information under this Agreement, a receiving party will hold Proprietary Information in confidence. Upon expiration of this protection period, all limitations this Agreement imposes on use or disclosure of Proprietary Information will cease. A receiving party may use Proprietary Information only for the purposes set forth above during the term of this Agreement. A receiving party will not disclose Proprietary Information to any nonparty during the protection period, despite any earlier termination of this Agreement. A receiving party will not use Proprietary Information that it receives under this Agreement for design or manufacture without first obtaining the written permission of the originating party.
- 5. Duty of Care.** A receiving party will satisfy its obligations to protect Proprietary Information from misuse or unauthorized disclosure by exercising reasonable care. Such care will include protecting Proprietary Information using those practices the receiving party normally uses to restrict disclosure and use of its own information of like importance. A receiving party will not be liable if it accidentally discloses Proprietary Information while exercising reasonable care, provided that, upon discovery of such disclosure, the receiving party attempts to retrieve the Proprietary Information and reviews its practices to attempt to prevent any further accidental disclosures. In the event of a disclosure, all such disclosures will be reported to the Marvin Carolina Jr., LLC within seven days.
- 6. Exceptions to Duty.** This Agreement does not restrict disclosure or use of information otherwise qualifying as Proprietary Information if the receiving party can show that any one of the following conditions exists.

  - (a)** The receiving party knew the information and held it without restriction as to further disclosure when the originating party disclosed the information under this Agreement.
  - (b)** The receiving party developed the information independently.
  - (c)** Another source lawfully disclosed the information to the receiving party and did not restrict the receiving party in its further use or disclosure.
  - (d)** The information was already in the public domain when the originating party disclosed it to the receiving party; entered the public domain after the originating party disclosed it under this Agreement, but through no fault of the receiving party; or became generally known, but through no fault of the receiving party.
  - (e)** The information was ascertained by proper means other than disclosure under this Agreement.
  - (f)** The protection period has expired.
- 7. Disclaimer of License.** Proprietary Information is and remains the property of the originating party. The receiving party does not receive any right or license under any patents, copyrights, trade secrets, or the like of the originating party.

# MARVIN CAROLINA JR.™

## NON-DISCLOSURE AGREEMENT

- 8. Disclaimer of Warranty.** Neither party warrants that a receiving party's use of information it receives under this Agreement will be free from claims by nonparties for infringement or misappropriation of intellectual property rights. An originating party does not warrant that any information it discloses is complete, accurate, free from defects, or useful for the purposes of the receiving party.
- 9. Notice Addresses.** The parties will transmit Proprietary Information, notices, and authorizations under this Agreement addressed as follows:

<b>Company</b>	<b>Marvin Carolina Jr., LLC</b>
<b>Address</b>	<b>829 Donovan Rd. #401, Lee's Summit, MO 6408</b>
<b>Point of Contact</b>	<b>Marvin Carolina Jr.</b>
<b>Phone</b>	<b>(816)-695-8913</b>
<b>Email</b>	<b>marvin@marvincarolina.com</b>

A party may change its address or designee by written notice to the other party.

- 10. Term and Termination.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Absent any such early termination, this Agreement will terminate one year from the latter signature date below.
- 11. Return or Destroy.** A receiving party will, upon written request, use reasonable efforts to destroy all received Proprietary Information, including copies, then in its possession or control. Alternatively, a receiving party should use reasonable efforts to return all such Proprietary Information and copies to the originating party. A receiving party may retain one archival copy of received Proprietary Information.
- 12. Independent Contractors.** The parties are independent contractors. Each will bear all costs and expenses it incurs in connection with this Agreement. This Agreement does not obligate either party to enter into a contract, subcontract, teaming agreement, joint venture, partnership, or other business relationship with the other party.
- 13. Precedence over Conflicting Legends.** The U.S. Government sometimes requires legends or markings on information, such as classification markings or legends concerning export control under The International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR). This Agreement does not change those requirements. The terms of this Agreement do, however, take precedence over other specific legends or statements that the originating party marks on Proprietary Information.

## NON-DISCLOSURE AGREEMENT

- 14. Additional Requirements for Classified Information.** The parties will handle, disclose, mark, and use classified information in accordance with the National Industrial Security Program Operating Manual (NISPOM) and any other applicable security laws or regulations.
- 15. Disclosures to Parent Company or Wholly Owned Subsidiaries.** Notwithstanding the above, a receiving party may disclose Proprietary Information to (1) employees of its parent companies or (2) employees of a wholly-owned subsidiary of its parent companies or (3) employees of the receiving party's wholly-owned subsidiaries, having a need-to-know for the purposes of this Agreement, but only if said employees are under an obligation to hold such information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Agreement.
- 16. Applicable Law.** This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the State of Missouri, U.S.A. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of Missouri, U.S.A.
- 17. Export Control.** The parties will comply with all U.S. Export control laws and regulations. The information that the parties may wish to disclose pursuant to this Agreement may be subject to the provisions of the Export Administration Act of 1979 and the Export Administration Regulations promulgated there under, the Arms Export Control Act, and the International Traffic in Arms Regulations, and the sanctions laws administered by the Office of Foreign Assets Control. The parties acknowledge that these statutes and regulations impose restrictions on import, export and transfer to third countries of certain categories of data, and that licenses from the U.S. Department of State and/or the U.S. Department of Commerce may be required before such data can be disclosed hereunder, and that such licenses may impose further restrictions on use and further disclosure of such data.
- In accordance with International Traffic in Arms Regulations (22 CFR § 120-130), transmission of technical data via oral or visual communication is restricted to discussion and disclosure between companies authorized to do business in the United States and United States citizens only. Any discussion or disclosure of technical data, regardless of location or method, with Foreign Companies or Foreign Nationals requires prior written authorization from the U.S. Department of State.
- 18. Entire Agreement.** This Agreement contains the entire understanding between the parties. It supersedes all prior or contemporaneous communications, agreements, or understandings between the parties about the exchange and protection of Proprietary Information for the purposes set forth above. A modification will not bind any party unless the modification is in writing and authorized representatives of both parties sign it.
- 19.** The individuals identified below are designated as the primary point of contact for receiving Proprietary Information exchanged between the Parties pursuant to this Agreement and are legally authorized to do so.

# MARVIN CAROLINA JR.™

## NON-DISCLOSURE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have, through duly authorized representatives, executed this Agreement on the date indicated below.

<b>Signature</b>		
<b>Typed/Printed Name</b>		
<b>Title</b>		
<b>Date Signed</b>		
<b>Phone</b>		
<b>Email</b>		