

## NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into effective as of \_\_\_\_\_, 2017, (the "Signing Date") by and between Marketing Matters LLC., having a place of business at 9000 Richmond Ave suite 300, Houston Tx 77063 (hereinafter ("MML"), and \_\_\_\_\_ ("Recipient"), a resident of Texas.

WHEREAS, MML is interested in engaging the services of Recipient to provide consultation and advice regarding one or more business ventures relating to the present and future business of (the "**Purpose**"); and accordingly wishes to disclose to Recipient certain confidential and proprietary information;

NOW, THEREFORE, in consideration of such disclosures and the agreements and covenants herein contained, the parties agree as follows:

1. **Definition of Confidential Information.** Confidential Information shall mean all information disclosed, directly or indirectly, through any means of communication or observation, by or on behalf of MML (including by, on behalf or through a parent, subsidiary or affiliate) to Recipient, that relates to or is derived from MML's financial, technical, business, strategic, marketing or creative affairs, including any matter that Recipient is advised or has reason to know is the confidential or proprietary information of MML.

2. **Confidentiality**

(a) Except as and to the extent required by law, Recipient shall not disclose or use to the detriment of MML, any Confidential Information (as defined below) with respect to, furnished, or to be furnished, by MML or its representatives to Recipient at any time or in any manner other than in connection with the Purpose.

(b) For purposes of this Paragraph, "Confidential Information" means all financial information relating to a party and its business, including all of its customer lists and all data, reports and samples created by the Company for its customers and any other information about MML stamped "confidential" or identified in writing as such to the Recipient promptly following its disclosure, unless (i) such information is already known to Recipient or such information becomes publicly available through no fault of Recipient, (ii) the furnishing or use of such information is required by or necessary or appropriate in connection with legal proceedings, provided Recipient shall give MML written notice prior to making any such disclosure. Without limiting the foregoing, "Confidential Information" shall include any and all confidential and/or proprietary knowledge, data or information owned, developed or possessed by MML whether in tangible or intangible form and all trade secrets as defined under applicable state law, as well as (A) information relating to MML's products and services, pricing, customers, customer needs, suppliers, processes, know-how, specifications, designs, drawings, concepts, test data, formulas, methods, compositions, ideas, algorithms, software, source

codes, techniques, developmental or experimental work, research, improvements and discoveries; (B) information relating to plans for research and development, new products and services, marketing and selling, sales forecasts, business plans, budgets and unpublished financial statements, licenses, prices and costs, planned acquisitions and divestitures, and planned purchases; and (C) information regarding the skills and compensation of employees of MML, personnel and policy manuals, and contracts with employees, customers, suppliers, consultants, strategic partners, business partners and others. Upon the written request MML, Recipient will promptly return to MML or destroy any Confidential Information in its possession and certify in writing to MML that it has done so.

(c) The Parties agrees to use the Confidential Information for solely for the Purpose.

### 3. Disclosure

(a) Except as and to the extent required by applicable laws, rules or regulations, without the prior written consent of the other Parties, no Party will, and each Party will direct its representatives not to make, directly or indirectly, any public comment, statement or communication with respect to, or otherwise to disclose or to permit the disclosure of the existence of discussions regarding, a possible transaction between the Parties or any of the terms, conditions or other aspects of the Acquisition. If any Party is required by applicable laws, rules or regulations or any agreement it has with any third party to make any such disclosure, it must first provide to the other Party the content of the proposed disclosure, the reasons that such disclosure is so required, the time and place that the disclosure will be made, and a reasonable period of time within which to respond to the notice.

(b) The Parties agree to maintain as confidential the terms, conditions and existence of this Non-Disclosure Agreement; provided the Parties may disclose such information to their respective agents and professional advisors who have a need to know such information in connection with the Purpose.

### 4. Non-Solicitation

For a period of two years after the Signing Date, no party shall intentionally, directly or indirectly or through any affiliate, (a) solicit any of the customers of the other parties disclosed as Confidential Information, for any services which compete with the other party's business unless the soliciting party had a customer relationship with a customer as of the time of disclosure, or (b) hire any person who is as of the Signing Date or at any time through the Termination Date an employee of another party hereto, or directly or indirectly solicit or negotiate in any manner with any such person for the purpose of enticing such employee away from or out of the employment of the Company. Nothing contained in this paragraph shall be deemed to permit any party or its representatives to use any Confidential Information for any purpose other than the Purpose.

5. Entire Agreement

The Binding Provisions constitute the entire binding agreement between the Parties and supersede all prior oral or written agreements, understandings, representations and warranties and courses of conduct and dealing between the Parties on the subject matter thereof. This Agreement may be amended or modified only by a writing executed by all of the Parties.

6. Governing Law

The Binding Provisions will be governed by and construed under the laws of the State of Texas without regard to conflicts-of-laws principles.

7. Jurisdiction; Service of Process

Any action or proceeding seeking to enforce any provision of or based on any right arising out of this Agreement may be brought against any of the Parties in the courts of the State of Texas, and each of the Parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world.

8. Limitation on Damages

Each party waives any claim for special or consequential damages, including any claim for lost profits, arising out of the breach of this Non-Disclosure Agreement.

9. Termination.

This Agreement shall terminate on July 4, 2019, provided however, that the provisions of Sections 2, 3, 4, 6, 7 and 8 shall survive termination for a period of five (5) years.

10. Counterparts

This NON-DISCLOSURE AGREEMENT may be executed in one or more counterparts, each of which will be deemed to be an original of this NON-DISCLOSURE AGREEMENT and all of which, when taken together, will be deemed to constitute one and the same document.

11. Notices.

All notices required or permitted by this NON-DISCLOSURE AGREEMENT shall be in writing and shall be given by personal delivery or sent to the address of the Party set forth on the first page of this NON-DISCLOSURE AGREEMENT by certified mail, postage prepaid, return receipt requested, or by reputable overnight courier, prepaid, receipt acknowledged. Notices shall be deemed received on the earlier of the date of actual receipt or, in the case of notice by mail or overnight courier, the date of receipt marked on the acknowledgment of receipt. Rejection or refusal to accept or the inability to deliver because of change of address of which no notice was given shall be deemed to be received as of the date such notice was

deposited in the mail or delivered to the courier. A Party may give any notice in connection with this NON-DISCLOSURE AGREEMENT using any other means (including telecopy, e-mail or first-class mail), but no such notice, instruction or communication shall be deemed to have been delivered unless and until it is actually received by the Party to whom it was sent and such Party acknowledges such receipt.

MML: Marketing Matters LLC

*Harold Helm*

By \_\_\_\_\_  
Harold Helm, C.E.O.

RECIPIENT: \_\_\_\_\_

By \_\_\_\_\_