

MUTUAL CONFIDENTIALITY & NON-CIRCUMVENTION AGREEMENT

THIS AGREEMENT is between VREXA, LLC a Tennessee Corporation or LLC located at 4235 Hillsboro Pike, Suite 300 Nashville TN 37215 herein after (“VREXA”) and _____ Located at _____ herein after (“2nd Party”) are sometimes referred to as (the “Parties”) or individually as (“Party”).

WHEREAS, the Parties desire for mutual benefit to exchange certain information which is agreed to be strictly proprietary and highly confidential and which may include without limitation: trade secrets, marketing and advertising plans and programs, strategic alliances and third party relationships, vendor and/or supplier relationships, financial information such as banking, financing requirements, funding sources, costs and pricing plans, trade and other discounts, commissions, residuals, product information, planning documents, market research, projections, customer lists, employee information, business contacts, specialized technology, software, even the existence of negotiations or agreements between the Parties themselves or with third Parties (the “Proprietary Information”);

WHEREAS, this information exchange is necessary for the mutual evaluation of certain business opportunities, sourcing investments, product sales guarantees, and for continued business relations between the Parties thereafter involving further exchanges of Proprietary Information needing protection on a long-term basis (collectively the “Intended Purpose”);

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree for themselves, their subsidiaries, and their affiliates as follows:

- 1. Confidentiality:** The Parties each recognize the highly competitive nature of each others proprietary business and concepts (“the Business”) and the importance of not disclosing proprietary information furnished to one Party by the other. They further recognize that each Party will rely upon compliance with this Agreement when entrusting the other with the Proprietary Information. For a period of three (3) years, from the date hereof also the “Term”) each Party agrees:
 - a. To use the Proprietary Information solely for the Intended Purpose, to keep the Proprietary Information in absolute confidence, and not to disclose it to any third party except as provided herein. In no event shall either Party use the Proprietary Information to the detriment of the other.
 - b. To take all reasonable measures to enforce the secrecy, confidentiality, and use limitations contained herein, efforts at least equal to those used to protect its own most proprietary information including safe storage, precautions against copying, examination, or use of the Proprietary Information not authorized by this Agreement.
 - c. To bind itself, parent companies, subsidiaries, affiliates, employees, agents, and related others to all confidentiality obligations herein, each of which shall survive earlier termination of this Agreement.
 - d. To disclose the Proprietary Information internally only to those having a specific “need to know” in the performance of work exclusively for the Intended Purpose.
 - e. Not to disclose to any third person that Proprietary Information is being exchanged or that discussions are taking place between the Parties or the status thereof absent the other Party’s prior written consent unless such disclosure is required in the ordinary course of reporting as a publicly traded company.

- f. To promptly notify the Disclosing Party if the Receiving Party is confronted with legal action to disclose Proprietary Information received under this Agreement, and reasonably to assist the Disclosing Party in obtaining a protective order either preventing discovery or requiring that any portion of the Proprietary Information required to be disclosed be used only for the limited purpose for which a government authority issues an order or for such other purposes as required by law. If the Receiving Party is, in the opinion of its legal counsel, compelled to disclose the Proprietary Information in the ordinary course of its business as a publicly held company or in any legal or regulatory proceeding or face contempt or suffer other censure or penalty, the Receiving Party may disclose such Proprietary Information for that limited purpose without liability hereunder but will also cooperate actively in assisting the Disclosing Party in obtaining confidential treatment thereof.
- g. To return to Disclosing Party within five (5) business days after receipt of written notice any and all Proprietary Information including any and all copies.
- h. Unless otherwise specified in this Agreement, all materials (including without limitation all information comprising Proprietary Information) from or provided by one Party to the other Party, and tangible materials embodying Proprietary Information created by either party, shall remain the sole property of the disclosing Party in accordance with the terms of this Agreement.

2. Limitations: Neither Party is deemed to have made any representation, warranty, or guaranty with respect to the accuracy or completeness of any Proprietary Information disclosed nor with respect to any applicable trademark, patent, or other proprietary rights. Notwithstanding, Receiving Party agrees that all Proprietary Information shall be protected under this Agreement unless shown through tangible proof that the Proprietary Information was:

- a. In the public domain prior to the execution date of this Agreement or subsequently became part of the public domain through no act or omission of Receiving Party;
- b. In Receiving Party's legitimate possession prior to the execution date of this Agreement;
- c. Independently developed without breach of any confidentiality obligation and in any event not acquired directly or indirectly from Disclosing Party; or
- d. Received by Receiving Party from a third-party having rights therein and having no obligation of secrecy with respect thereto.

3. Non-Circumvention: While neither party shall be obliged by this Agreement to consummate a business transaction with the other Party, each Party further warrants, covenants, and agrees as follows:

- a. Not to circumvent or attempt to circumvent or permit another, directly or indirectly, to circumvent the proprietary rights, contacts or clients, product suppliers, manufacturers, investment sources, or any of the other Party in any way;
- b. Not to claim, assign, transfer, or interfere with any rights, title, or interest to or in any Proprietary Information disclosed by the other Party under this Agreement. Nothing in this Agreement shall be construed as granting any license, patent, copyright, or trademark rights; and
- c. Not to use the Proprietary Information disclosed by the other for anything except the Intended Purpose, nor to use such Proprietary Information for independent development, nor to use it directly or indirectly with any third party or parties, all of which non-circumvention obligations shall permanently survive this Agreement.

4. Independence: This Agreement does not establish any joint venture, partnership, or other business relationship except as provided herein which is non-exclusive. Each Party may develop business opportunities with third parties so long as such relationships do not in any way involve the subject Proprietary Information.

5. Remedies:

- a. Due to the intensely competitive conditions in the business, money damages would not be a sufficient remedy in the event of a breach or threatened breach of this Agreement, and Receiving Party agrees that the Disclosing Party shall be entitled to appropriate injunctive or other equitable relief as a remedy for any breach or threatened breach.
- b. Each Party agrees that the terms of this Agreement are necessary for the protection of its Business, trade secrets, proprietary information, and good will; the terms are reasonable for such purpose; and a breach would cause substantial and irreparable damage warranting injunctive and equitable relief.

6. Severability: To the extent that any provision, clause, or words are be found to be illegal or unenforceable for any reason, such provision, clause, or words shall be modified or deleted in such manner as to make the agreement as modified legal and enforceable under applicable laws. The balance of this Agreement or parts thereof shall not be affected thereby, the provisions being construed as several and independent.

7. Notices: The Parties specifically agree that service under this provision shall be effective to secure personal jurisdiction for arbitration. All notices shall be via electronic document and deemed given on the date of service if properly addressed and delivered (i) in person or sent by electronic document service such as DocuSign to the respective Parties in agreement.

8. Binding Effect: This Agreement shall be binding upon and shall inure to the benefit of the undersigned and their representatives, administrators, assigns, and/or successors-in-interest. The person signing for each party warrants that he/she has the full authority to bind the Party represented.

9. Non-Binding Effect:

- a. While this Agreement summarizes the various understandings, which have been reached between the Parties, this Agreement does not create or constitute a legally binding obligation between the Parties except to the extent set forth in this Agreement.
- b. With respect to any possible business opportunity or business relationship, unless definitive agreements are prepared, executed and delivered by and between the Parties, and the transaction contemplated thereby is approved by their respective Boards of Directors or managers or managing members, as the case may be, or their respective designees, no binding understandings or agreements shall be deemed to have been reached.
- c. Failure to enter into a business relationship shall not serve as the basis for any liability, claim or cause of action that either Party may bring against the other Party, its shareholders, members, officers, directors, employees and/or representatives, except as stated in this Agreement.

10. Applicable Law; Jurisdiction. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Tennessee as if such Agreement was entered into and concluded within Davidson County, Tennessee and the parties hereto agree that any and all controversy respecting this Agreement shall be subject to the jurisdiction of a state or federal court located within Davidson County, State of Tennessee. This Agreement shall become legally binding with original or facsimile signatures and may be executed in the counterparts (each of which shall be deemed an original, and both of which shall constitute one and the same instrument). The persons signing this Agreement are duly authorized to execute and deliver this Agreement on behalf of their party to the Agreement

11. Entire Agreement: This Agreement contains the full and complete understanding of the Parties and supersedes any prior discussions, agreements, and/or representations, whether verbal, written, or both. This Agreement may be modified or amended but only in writing, executed by both Parties. Any inconsistencies or ambiguities shall not be interpreted for or against either Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

VREXA, LLC

By: _____

By: _____

Name: _____

Name: Jim Paar

Date: _____

Title: CEO

Date: _____