

# CANINE<sup>SM</sup> CONCIERGE

ON-DEMAND SMILE DELIVERY



## NON-DISCLOSURE AGREEMENT (NDA)

**I. The Parties.** This Mutual Non-Disclosure Agreement, hereinafter referred to as the “Agreement,” effective as of March 8, 2023, hereinafter referred to as the “Effective Date,” is by and between:

**Party A** described as a business entity known as Canine Concierge Corporation ("Party A")

AND

**Party B** is described as 1 individual(s) known as TBD ("Party B")

**II. Confidential Information.** The term "Confidential Information" includes, but is not limited to, all proprietary information owned by the Parties and not generally known to the public or in the relevant trade or industry that is communicated orally, written, printed, electronically or any other form or medium, or which was learned, discovered, developed, conceived, originated, or prepared by the Parties in the scope and course of their relationship, relating directly or indirectly to business processes, technical data, trade secrets, know-how, advice, consultations, proprietary information, client lists, client instructions, assets, business operations, specifications, designs, plans, drawings, hardware, software, data, prototypes or other business and technical information belonging to any client of the Parties, operational methods, economic and business analyses, models, strategies, and projections, promotion methods, trade show information and contacts, and other proprietary information relating to the business of the Parties and any and all other concepts, as such Confidential Information pertains personally to principals or additional information that has independent economic value.

**III. Non-Disclosure.** The Parties agree that they shall have an obligation to:

- (a) hold the Confidential Information in the strictest of confidence.
- (b) Do not use the Confidential Information for personal gain or harm to the other Party.
- (c) take all steps necessary to protect Confidential Information from disclosure and to implement internal procedures to guard against such disclosure.
- (d) not disclose the fact that the Confidential Information has been made available or that discussions and negotiations are taking place or have taken place or any of its terms, conditions, or other facts concerning the transaction; and
- (e) not disclose or make available all or any part of the Confidential Information to any person, firm, corporation, association, or any other entity for any reason or purpose whatsoever, directly or indirectly, unless and until such Confidential Information becomes publicly available other than as a consequence of a breach by any of the Parties and their confidentiality obligations hereunder.

This Section shall survive and continue after any expiration or termination of this Agreement and shall bind the Parties, its employees, agents, representatives, successors, heirs, and assigns.

**IV. Exceptions to Confidential Information.** The Parties shall not be restricted from disclosing or using Confidential Information that:

- (a) It was freely available in the public domain when it was communicated between the Parties.
- (b) subsequently came to the public domain through no fault of the Parties.
- (c) is in either Party A's or Party B's possession, free of any obligation of confidence at the time it was communicated.

(d) is independently developed by either Party A or Party B or its representatives without reference to any information communicated to or by the Parties.

(e) is provided by either Party A or Party B in response to a valid order by a court or other governmental body, as otherwise required by law; or

(f) is approved for release by written authorization of an officer or representative of Party A or Party B.

**V. Use or Disclosure of Confidential Information.** The Parties shall only use the Confidential Information as directed and not for their purposes or the purposes of any other party. Party A and Party B shall disclose the Confidential Information received under this Agreement to persons within their organization only if such persons are on a "need to know" basis. The Parties shall advise each person to whom disclosure is permitted that such information is confidential and proprietary property and may not be disclosed to others or used for their purpose. This Section shall survive and continue after any expiration or termination of this Agreement. It shall bind the Parties, including but not limited to their employees, agents, representatives, successors, heirs, and assigns.

**VI. Notice of Disclosure.** Suppose any Parties receive a request or is required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process) to disclose all or any part of the Confidential Information. In that case, the Parties agree, if legally permissible, to (a) promptly notify the other Party of the existence, terms, and circumstances surrounding such request or requirement, (b) consult with the other Party on the advisability of taking legally available steps to resist or narrow such request or requirement and (c) assist the other Party in seeking a protective order or another appropriate remedy; provided, however, that the disclosing Party shall not be required to take any action in violation of applicable laws.

If such a protective order or other remedy is not obtained or if one of the Parties waives compliance with the provisions hereof, the disclosing Party shall not be liable for such disclosure unless disclosure to any such tribunal was caused by or resulted from a previous exposure by the disclosing party not permitted by this Agreement.

**VII. Term.** This Agreement concerning Confidential Information will remain in effect for perpetuity.

**VIII. Return of Confidential Information.** Upon request from any of the Parties or the termination of negotiations and evaluations, both Parties will promptly deliver to each other all originals and copies of all documents, records, software programs, media, and other materials containing any Confidential Information. Both Parties shall also return to each other all equipment, files, and other personal

property belonging to one another. Party A and Party B shall not be permitted to make, retain, or distribute copies of any Confidential Information. They shall not create any other documents, records, or materials in any form whatsoever that includes Confidential Information.

**IX. Indemnification.** The Parties agree to defend and indemnify each other at all times in respect of all claims, demands, losses, damages, liabilities, costs, and/or expenses of any kind whatsoever incurred by an entity not mentioned in this Agreement except to the extent caused by the negligence or unauthorized disclosure of Confidential Information by one of the Parties or their respective employees, agents, representatives, successors, heirs or assigns.

**X. Notice.** Any notice provided in this Agreement must be in writing and must be either personally delivered, mailed by first class mail (postage prepaid and return receipt requested), or sent by reputable overnight courier service (charges prepaid) to the Parties at the addresses below indicated:

**Party A's Address:** 1021 Elden Street, 106, HERNDON, Virginia, 20170

**Party B's Address:** \_\_\_\_\_

If the above-stated addresses should change, the Parties shall specify by certified mail, with return receipt, to one another.

**XI. Covenants.** The parties hereto agree that the covenants, agreements, and restrictions (hereinafter "this covenant") contained herein are necessary to protect the business goodwill, business interests, and proprietary rights of the Parties hereto and have independently discussed, reviewed and had the opportunity of legal counsel to consider this Agreement.

**XII. Enforcement.** The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and or equitable relief may be sought. The violated Party shall be entitled to all remedies available at law.

**XIII. Authority.** This Agreement sets forth the entire Agreement and understanding between the Parties and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. This Agreement may not be modified or discharged, in whole or part, except by consent in writing signed by the Parties.

**XIV. Assignment.** This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the non-transferring party.

**XV. Binding Arrangement.** This Agreement will be binding upon and inure to the benefit of the parties and each Party's respective successors and assigns.

**XVI. Severability.** Suppose any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction. In that case, the validity of the remaining provisions shall not be affected. The rights and obligations of the parties hereto shall be construed and enforced as if the Agreement did not contain the condition (s) held unenforceable.

**XVII. Governing Law.** This Agreement shall be governed by and construed by the laws in Virginia.

**XVIII. Authority.** Each party hereto represents and warrants that it has the full power and authority to enter into and perform this Agreement. Each party knows of no law, rule, regulation, order, agreement, promise, undertaking, or other fact or circumstance which would prevent its complete execution and performance of this Agreement.

**XIX. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute the same agreement.

**XX. Execution.** IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the undersigned date.

**Party A's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: Michael Stokes, Director

**Party B's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_