

## GENERAL NON-DISCLOSURE AGREEMENT

This General Non-Disclosure Agreement (“**Agreement**”) is entered into by and between Sweet P Consulting and Facilitation, LLC, (the “**Disclosing Party**”), and [NAME OF RECIPIENT] (the “**Recipient**”) (the Disclosing Party and Recipient are collectively referred to as the “**Parties**”) as of [DATE] (the “**Effective Date**”).

WHEREAS, in connection with [www.SweetPConsulting.com](http://www.SweetPConsulting.com) services, materials, resources and information (the “**Purpose**”), the Recipient desires to receive certain information from the Disclosing Party that is non-public, confidential, or proprietary in nature; and

WHEREAS, the Disclosing Party desires to disclose such information to the Recipient, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the Parties agree as follows:

1. Confidential Information. The Recipient understands and acknowledges that during the course of doing business with the Disclosing Party, the Recipient will have access to and learn about confidential, secret, and proprietary documents, materials, data, and other information, in tangible and intangible form, of and relating to the Disclosing Party and its businesses and existing and prospective customers, suppliers, investors, and other associated third parties (“**Confidential Information**”). The Recipient further understands and acknowledges that this Confidential Information and the Disclosing Party's ability to reserve it for the exclusive knowledge and use of the Disclosing Party is of great competitive importance and commercial value to the Disclosing Party, and that improper use or disclosure of the Confidential Information by the Recipient will cause irreparable harm to the Disclosing Party, for which remedies at law will not be adequate and may also cause the Disclosing Party to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages, and criminal penalties.

For purposes of this Agreement, Confidential Information includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating to: business methods, policies, research, operations, strategies, techniques, terms of agreements, know-how, trade secrets, supplier information, vendor information, financial information, marketing information and techniques, advertising information and techniques, pricing information, cost information, design information, staffing information, supplier lists, vendor lists, internal controls, sales information, revenue, product plans, inventions, unpublished patent applications, customer information, customer lists, CRM databases, and created materials, handouts, etc of the Disclosing Party or its businesses, or of any other person or entity that has entrusted information to the Disclosing Party in confidence.

The Recipient understands that the above list is not exhaustive, and that Confidential Information includes other information that is either marked or otherwise identified as confidential or proprietary or that would otherwise appear to a reasonable person to be confidential or proprietary.

2. Exclusions from Confidential Information. Except as required by applicable federal, state, or local law or regulation, the term "Confidential Information" as used in this Agreement shall not include information that:

- (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Agreement by the Recipient;
- (b) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient;
- (c) was known by or in the possession of the Recipient prior to being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement; or
- (d) was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

3. Recipient Obligations. The Recipient agrees:

- (a) to treat all Confidential Information as strictly confidential, including to protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- (b) not disclose any such Confidential Information to any person or entity, except to the Recipient's Representatives who: (i) need to know the Confidential Information to assist the Recipient, or act on its behalf, in relation to the Purpose; (ii) are informed in writing by the Recipient of the confidential nature of the Confidential Information; and (iii) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement;
- (c) not to access or use any Confidential Information, and not to copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the premises or control of the Disclosing Party, except to the extent required to perform the Recipient's functions;
- (d) not to use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose or otherwise to the detriment of the Disclosing Party;
- (e) not to use any Confidential Information upon completion of the engagement with the Company, except as expressly authorized by the Company in writing;

- (f) to comply with all applicable security policies, including on-site access, remote access, and related security rules, of the Disclosing Party; and
- (g) to be responsible for any breach of this Agreement caused by any of its Representatives.

4. Legally Required Disclosure. If the Recipient receives any valid order of a court or government agency, subpoena, or other document request in a court or government proceeding (a "**Disclosure Request**"), it shall promptly notify the Disclosing Party of the Disclosure Request so that the Disclosing Party may seek an order to prevent the disclosure. The Recipient shall also provide reasonable assistance in opposing any such disclosure and seeking a protective order or other confidentiality protection for the Confidential Information.

If the Recipient is ultimately required to produce or disclose information subject to a Disclosure Request, it shall disclose only such Confidential Information as it is required to produce and shall seek the highest level of confidentiality protection available to it.

5. Return or Destruction of Confidential Information. Upon the completion of the Purpose or termination of the relationship between the Recipient and the Disclosing Party, the Recipient and its Representatives shall return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition, the Recipient shall also destroy all copies of any Notes created by the Recipient or its Representatives and certify in writing to the Disclosing Party that such copies have been destroyed.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

Pamela A. Butler,

By \_\_\_\_\_

Name: Pamela A. Butler

Title: Owner, Sweet P Consulting and Facilitation, LLC

[RECIPIENT NAME]

By \_\_\_\_\_

Name: [SIGNER'S NAME]

Title: [TITLE]