a.

unauthorized disclosure by David or any of their Representatives;

If the information is or becomes publicly known and available other than as a result of prior

b.

regard to such information;

of David or their Representatives, is or was not under a confidentiality obligation to T.B.C with

If the information is or was received by David from a third party source which, to the best knowledge

c.

the information is disclosed by David with the prior written permission and approval by T.B.C OR:

The obligation of confidentiality with respect to Confidential Information will not apply to any information if

**2. Exclusions from Confidential Information**

of that fact to T.B.C prior to disclosure so that T.B.C may request a protective order or other remedy

it is legally obligated to disclose.

David or their Representatives may disclose only such portion of the Confidential Information which

to prevent or limit such disclosure and in the absence of such protective order or other remedy,

documentation, marketing strategies, finance, operations, which T.B.C considers confidential.

litigation but only if, to the extent lawful, David or their Representatives give prompt written notice

governmental agency or regulatory authority or by subpoena or discovery request in pending

If David or any of their Representatives is legally compelled by applicable law, by any court,

d.

use and benefit of any of the Confidential Information; or

If the information is independently developed by David prior to disclosure by T.B.C and without the

David Moore, as an Individual (“David”), of 123 Casual Rd, Chicago, DE 22222

AND

The BIG Company, a Delaware Corporation (“T.B.C”), of 123 Montpellier Ave, Chicago, DE 22222

Date”) by and between:

This Confidentiality Agreement (this “Agreement”) is entered into as of February 20, 2020 (the “Effective

**CONFIDENTIALITY AGREEMENT**

for being furnished Confidential Information, T.B.C and David agree as follows:

product development and plans, proprietary concepts,

information relating to any of the following:

competitively sensitive material and not generally known to the public, including, but not limited to,

The term “Confidential Information” as used in this Agreement shall mean any data or information that is

**1. Confidential Information**

receiving the Confidential Information provided by T.B.C is hereafter referred to as “David.” In consideration

party disclosing its Confidential Information to the other party is hereafter referred to as “T.B.C.” The party

“Representatives”) may provide or grant access to certain confidential and proprietary information. The

their respective affiliates and their respective directors, officers, employees, agents or advisors (collectively,

relationship (the “Transaction”). In connection with its respective evaluation of the Transaction, each party,

The BIG Company and David Moore have indicated an interest in exploring a potential business

independent contractor of T.B.C on behalf of any other business enterprise, nor shall David induce any

From the date of this Agreement until February 20, 2025, David agrees not to solicit any employee or

**6. Non-Solicitation**

T.B.C.

any business activity which is competitive with T.B.C, nor work for any company which competes with

David agrees that at no time from the date of this Agreement until February, 20 2025 will David engage in

employee or independent contractor associated with T.B.C to terminate or breach an employment,

**5. Non-Compete**

any of the terms, conditions or other facts with respect to the Transaction.

(b) the fact that T.B.C and David are having discussions or negotiation concerning the Transaction; or (c)

Information has been made available to it or that it has inspected any portion of the Confidential Information;

other person, except to the extent, the provisions of Paragraph 2 apply: (a) the fact that Confidential

Without the prior written consent from T.B.C, neither David nor their Representatives shall disclose to any

completeness of any of its Confidential Information. Except for the matters set forth in this Agreement,

There is no representation or warranty, express or implied, made by T.B.C as to the accuracy or

**8. Disclaimer**

**4. Non-Disclosure of Transaction**

David will be responsible for any breach of this Agreement by any of their Representatives.

David will take reasonable steps to ensure that their Representatives adhere to the terms of this Agreement.

**7. Representatives**

contractual or other relationship with T.B.C.

David and their Representatives agree to retain the Confidential Information of T.B.C in

procedures to safeguard the confidentiality of all Confidential Information received by T.B.C using a

David and their Representatives shall adopt and/or maintain security processes and

b.

Information except in conformity with this Agreement;

unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential

strict confidence, to protect the security, integrity and confidentiality of such information and to not permit

reasonable degree of care, but not less than that degree of care used in safeguarding their own similar

a.

With respect to Confidential Information:

**3. Obligation to Maintain Confidentiality**

or any of their Representatives, David will promptly, at their own expense, notify T.B.C in writing and take

Information are returned or destroyed as directed by T.B.C.

notes and other writings or electronic records prepared by them that include or reflect any Confidential

Upon the termination of this Agreement, David will ensure that all documents, memoranda,

d.

third party as a result of the disclosure or loss; and

all actions as may be necessary or reasonably requested by T.B.C to minimize any damage to T.B.C or a

If there is an unauthorized disclosure or loss of any of the Confidential Information by David

c.

information or material;

123 Casual Rd

**11. Termination**

Fax number: (222) 222-2222

Phone number: (222) 222-2222

Chicago, DE 22222

This Agreement will terminate on the earlier of: (a) the written agreement of the parties to terminate this

David Moore

Fax number: (222) 222-2222

Phone number: (222) 222-2222

Chicago, DE 22222

123 Montpellier Ave

at no time will David or any of their Representatives be permitted to disclose Confidential Information,

The obligation not to disclose Confidential Information shall survive the termination of this Agreement, and

**13. General Provisions**

This Agreement may be amended or modified only by a written agreement signed by both of the parties.

**12. Amendment**

Agreement; (b) the consummation of the Transaction; or (c) 5 years from the date hereof.

equity; and (d) in the event of litigation relating to this Agreement, if a court of competent jurisdiction

exclusive remedies for any such breach, but will be in addition to all other remedies available at law or in

and injunction and other equitable relief with respect to any such breach; (c) such remedies will not be the

for any breach of this Agreement by such party; (b) the other party may be entitled to specific performance

Agreement will give rise to irreparable injury for which: (a) money damages may not be a sufficient remedy

Each party agrees that use or disclosure of any Confidential Information in a manner inconsistent with this

**9. Remedies**

determines in a final non-appealable order that one party, or any of its Representatives, has breached this

Transaction at any time without prior notice to the other party.

time and for any reason or for no reason; and (c) change the procedures relating to the consideration of the

Transaction; (b) terminate discussions and negotiations with the other party or its Representatives at any

discretion: (a) reject any proposals made by the other party or its Representatives with respect to the

neither party will be under any obligation with regard to the Transaction. Either party may, in its sole

sent via one of the following methods: delivery in person, overnight courier service, certified or registered

Taylor Johnson, Marketing Director

The BIG Company

facsimile number as such party may designate upon reasonable notice to the other party.

or by facsimile at the below facsimile number or in the case of either party, to such other party, address or

mail, postage prepaid, return receipt requested, addressed to the party to be notified at the below address

All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be

**10. Notices**

connection with such litigation, including, but not limited to, any appeals.

Agreement, such party will be liable for reasonable legal fees and expenses incurred by the other party in

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written

above.

The BIG Company

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Taylor Johnson

Title: Marketing Director

David Moore

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**14. Miscellaneous**

except to the extent that such Confidential Information is excluded from the obligations of confidentiality

under this Agreement pursuant to Paragraph 2 above.

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware,

without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the

courts located in the State of Delaware for any legal action, suit or proceeding arising out of or in connection

with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action

or proceeding in such courts.

This Agreement will inure to the benefit of and be binding on the respective successors and permitted

assigns of the parties. Neither party may assign its rights or delegate its duties under this Agreement without

the other party’s prior written consent. In the event that any provision of this Agreement is held to be invalid,

illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue

to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included

in this Agreement. Neither party will be charged with any waiver of any provision of this Agreement, unless

such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms

of such writing.