



MUTUAL NON-DISCLOSURE, NON-COMPETITION AND NON-CIRCUMVENTION AGREEMENT

THIS MUTUAL NON-DISCLOSURE, NON-COMPETITION AND NON -CIRCUMVENTION AGREEMENT (the "Agreement") is made and entered into as of the last date of execution by a Party hereto (the "Effective Date") by and between, on the one hand, **Brand New MD, LLC**, and, on the other hand, the undersigned party(ies) desiring to transact business as described below. Each of the undersigned parties to this Agreement are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

Recitals

This Agreement is made and entered into with reference to the following facts, which are hereby incorporated into, and made a material part of, the agreement set forth below:

A. The Parties desire to engage in certain discussions, negotiations, and transfers of information in connection with prospective business transactions between the Parties relating to the development, sourcing, manufacturing, sales and marketing of consumer, commercial, industrial goods and related services.

B. In order to accommodate and facilitate these discussions, negotiations and transfers of information, each Party (in such instance the "Disclosing Party") will be disclosing to the other Party (in such instance the "Recipient") certain confidential and proprietary information relating to its business and finances, all of which confidential and proprietary information such Recipient hereby acknowledges has significant value to such Disclosing Party and provides such Disclosing Party with significant competitive advantage.

C. Each Party is willing to disclose to the other Party such confidential and proprietary information, but only on the condition that the other Party agrees to maintain the strictest secrecy and confidence with respect to such information and to refrain from using such information to the Disclosing Party's disadvantage, as each Recipient hereby acknowledges the unauthorized disclosure and/or use thereof by the Recipient would result in great harm to the Disclosing Party.

D. In reliance upon the foregoing, the Parties now desire to memorialize their agreement with respect to the disclosure of such confidential and proprietary information by each Disclosing Party to each Recipient and such Recipient's use thereof.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, the terms, covenants, conditions, and mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby enter into the following agreement.

Agreement

1. Definitions.

1.1 Proprietary Information. As used in this Agreement, the term "Proprietary Information" shall mean any and all information, in whatever form, of a Disclosing Party that (a) is not known by a Recipient or is generally unavailable to the public at the time of disclosure, (b) has been created, discovered, developed or otherwise become known to the Disclosing Party, and (c) has actual or potential economic value to the Disclosing Party and/or is otherwise useful to the Disclosing Party, either now or in the future. "Proprietary Information" shall include, without limitation, trade secrets and all other developments, designs, improvements, projections, models, specifications, research, analyses, blueprints, drawings, Contact information, financial information, real property information, project



information, contracts, business plans, business proposals, financial statements, information related to business opportunities and all other strategic, technical, marketing, sales, financial and operational information related to the Disclosing Party which may be disclosed to the Recipient by the Disclosing Party or may otherwise be learned or discovered by the Recipient, either directly or indirectly, in writing, orally, by observation or otherwise. For the avoidance of doubt, all documentation disclosed by a Disclosing Party to a Recipient pursuant to this Agreement shall be deemed to be Proprietary Information of such Party, regardless whether such documentation is stamped or otherwise marked as "Secret", "Confidential", "Proprietary" or similar terms.

1.2 Disclosing Party. As used in this Agreement, the term "Disclosing Party" shall include any and all shareholders, directors, officers, members, managers, partners, employees, agents, representatives, and affiliates of Disclosing Party.

1.3 Recipient. As used in this Agreement, the term "Recipient" shall include any and all shareholders, directors, officers, members, managers, partners, employees, agents, representatives and affiliates of Recipient.

1.4 Contacts. As used in this Agreement, the term "Contacts" shall mean any and all individuals and entities which are introduced by one Party to the Agreement as are otherwise disclosed or identified by that Party or as are otherwise learned or discovered by that Party in connection with the other Party to the Agreement.

2. Duty of Trust and Confidentiality. With respect to the Proprietary Information and all other information related, applicable or useful to a Disclosing Party which may be made known to a Recipient by a Disclosing Party, or which otherwise may be learned or discovered by a Recipient, each Party, in its capacity as a Recipient, hereby acknowledges that such Party owes a strict duty of trust and confidence to the Disclosing Party.

3. Non-Disclosure. At all times, after the execution of this agreement, each Party, in its capacity as a Recipient, shall keep in strictest confidence and trust the Disclosing Party's Proprietary Information and Contacts and shall not, whether knowingly or otherwise, use or disclose or induce or assist in the use or disclosure of, the Disclosing Party's Proprietary Information and/or the Contacts, without the other Party's prior express written consent. Each Recipient agrees to be prohibited from communicating in any way with any third party, other than such Party's designated counsel, financial advisor or certified public accountant about the negotiations or the information that being is being provided by the Disclosing Party. In the event that the Recipient or any party such Recipient has disclosed the Disclosing Party's Confidential Information to as permitted hereunder becomes legally compelled (including, without limitation, by deposition, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or otherwise) to disclose any of the Disclosing Party's Confidential Information, the Recipient shall provide the Disclosing Party with immediate written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with this Section.

4. Returning Documents and Other Tangible Items. Each Party, as Recipient, shall, at all times, maintain a record of the location of all the Disclosing Party's Proprietary Information. Neither Party, as Recipient, shall take or allow any individual or entity to take, and each Recipient shall deliver to the Disclosing Party all original copies and reproductions (in whatever form) of the Disclosing Party's Proprietary Information that is in such Recipient's possession or subject to such Recipient's control, including, without limitation, all analyses, compilations, studies, records, sketches, reports, notebooks, proposals, lists, correspondence, documents, computer disks, photographs, negatives, undeveloped film, notes, drawings, specifications, tape recordings and other electronic recordings, programs and data once the transaction contemplated by the Parties is completed. Upon the cessation of the transaction



contemplated by the Parties for any reason, each Party agrees that any and all Proprietary Information shall, at the option of the Disclosing Party, be returned by the Recipient to the Disclosing Party or destroyed, and that all of the documentation, materials or other information (in whatever form) prepared by each Recipient or another individual or entity at the Recipient's request which are based upon any of the Disclosing Party's Proprietary Information will be destroyed. Each Party hereby acknowledges that such Party understands that the unauthorized taking of any Proprietary Information may be a crime and may also result in civil liability under applicable law.

5. Non-Circumvention and Non-Competition. At all times, each Party shall not use any of the Proprietary Information and/or the Contacts of the other Party in such a manner as to circumvent the other Party, to compete, directly or indirectly, with the other Party to the Agreement or in any other manner which is detrimental to the other Party or which seeks to use such Proprietary Information and/or Contacts for such Party's own economic or other advantage, or to further, promote or otherwise assist any other individual or entity to do the same, without either the express written permission of the Party which originated such information, or the entering of a new mutually beneficial agreement as-between the Parties hereto.

6. No License. Each Party hereby acknowledges that no license or any other right, title or interest in any Proprietary Information of a Disclosing Party, either express or implied, is being granted to that Party hereunder.

7. Equitable Remedies. Each Party, as Recipient, hereby acknowledges that irreparable injury will result to the Disclosing Party from such Recipient's violation of any of the terms of this Agreement and hereby expressly agrees that the Disclosing Party shall be entitled, in addition to damages and any other remedies provided by law (including without limitation the liquidated damages contemplated as a remedy for circumvention of the Disclosing Party), to an injunction or other equitable remedy respecting such violation or continued violation.

8. Liquidated Damages. In addition to and not in limitation of the foregoing, in case of a trier of fact determining that a Party to his Agreement has circumvented the other Party, the Parties agree that it would be difficult or impossible to determine with precision the amount of damages that would or might be incurred by the non-breaching Party. Therefore, it is acknowledged and agreed by the Parties that in the case of circumvention, the non-breaching party may elect to have the breaching Party pay to the nonbreaching Party a sum equal to two (2) times the commission or fee the non-breaching Party should have realized in each transaction in which the breaching Party has circumvented the non-breaching Party, including rollovers and extensions of each such transaction, and in any further transactions with said disclosed contact during the term of this Agreement. The Parties further agree that this sum is in the nature of liquidated damages and is not a penalty, and that such sum is agreed to be fair, reasonable, appropriate and a reasonable estimate of the compensation for a portion of the losses that may reasonably be anticipated in the event of circumvention. The Parties also agree and acknowledge that if elected, such payment be the sole and exclusive measurement of monetary damages of such non-breaching Party with respect to circumvention. Notwithstanding the foregoing or anything to the contrary, a non-breaching Party electing to accept liquidated damages hereunder shall still be entitled to receive attorneys' fees and related costs and expenses of enforcing this Agreement as contemplated in Section 9 hereof.

9. Attorneys' Fees. In connection with any lawsuit or arbitration arising out of or relating to this Agreement or the relationship between the Parties hereto, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorney's fees, and related costs and expenses, as fixed and determined by the court or the arbitrator(s).



10. Term of Agreement. The term of this Agreement shall be five (5) years from the Date of Disclosure of the Proprietary Information and shall govern all disclosures of Proprietary Information during this period.

11. Exclusions. Neither Party shall have any obligation or assume any liability with respect to any portion of the Proprietary Information that: (a) can be affirmatively established was previously known by the Recipient; or (b) is publicly known or, through no act or failure to act by the Recipient, becomes publicly known; or (c) is furnished to the Recipient by a third party who is not in breach of an obligation of confidentiality.

12. Miscellaneous. This Agreement contains the entire understanding between the Parties concerning the subject matter of this Agreement and supersedes all prior understandings and agreements, whether oral or written, between them respecting the subject matter hereof. This Agreement may be amended, supplemented or otherwise modified only by an agreement in writing signed by all of the Parties hereto. The provisions of this Agreement are severable, and if anyone or more provisions are determined to be judicially unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy existing at law, in equity or otherwise. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns. The waiver or excuse by either Party hereto as to any breach, default or deficiency in the performance by the other Party of any duty or obligation by the other Party to be performed hereunder shall not constitute or be deemed a continuing waiver or excuse of the same or any other duty or obligation owed by the other. Certain terms and conditions of this Agreement shall survive and continue to apply to the parties after cessation of the transactions contemplated by the Parties, as detailed herein. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of New Jersey, without reference to rules regarding conflicts of law. Any dispute arising out of this Agreement shall be submitted to a state or federal court sitting in New Jersey, New Jersey, which shall have the exclusive jurisdiction regarding the dispute and to whose jurisdiction the Parties irrevocably submit. Certain of the Parties' signatures are affixed hereto in a representative capacity and each of the individuals executing this Agreement in such representative capacity hereby represents and warrants that he is authorized to execute this Agreement on behalf of and to bind the individual or entity on whose behalf his signature is affixed.

Remainder of Page Intentionally Blank; Signature Page Follows



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date of execution below.

Brand New MD, LLC
Signature: *Michael Greenberg*
Name: Michael Greenberg, CEO
February 14, 2024

ADDRESS FOR NOTICE:

Brand New MD, LLC
PO Box 566
Long Valley, New Jersey, USA
Attn: Michael Greenberg
Email: mgreenberg@brandnewmd.com
973-738-6100 / 908-955-3489
www.brandnewmd.com

Company Name: _____

Signature: _____

Name:
(print) _____

Title: _____

Date: _____

ADDRESS FOR NOTICE:

Attn: _____

Email: _____

Phone: _____

Website: _____