**CONFIDENTIAL**

**MUTUAL NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made on <month> \_\_, 2019.

1. **New Constructs, LLC,** of 5110 Maryland Way, Suite 350, Brentwood, TN 37027 (NC)

**2. <name> ,** of <street address> , <city, state, zip> (Company); and

NC and Company agree as follows:

***Business Purpose*** means discussions relating to partnerships and content integration opportunities.

***Affiliate*** of a party means any entity that from time to time, directly or indirectly controls, is controlled by, or is under common control with such party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

***Group*** means a party and to the extent they are involved in the Business Purpose or receive any Information, its Affiliates from time to time and their respective advisers, agents and representatives.

***Information*** means information in any form (including, without limitation, models, software and computer outputs) which is not excluded under clause 4 below, whether written or oral, of a business, financial or technical nature which is marked or otherwise indicated as being or is, or ought reasonably to be, known to be confidential and which is disclosed by one party to this Agreement (the ***Disclosing Party***) or any member of its Group to the other party (the ***Receiving Party***) or any member of its Group or otherwise come to its attention during the parties’ involvement in the Business Purpose. Information includes all analyses, compilations, forecasts, data, studies, notes, translations, memoranda, copies thereof or other documents or materials prepared by the Receiving Party or its Group, containing or based on, or generated or derived from, in whole or in part, any Information. Information also includes information relating to the involvement of either party in the Business Purpose, the status of any discussions or negotiations relating thereto, the potential terms discussed, and the existence and terms of this Agreement.

1. The Receiving Party agrees: (a) to hold the Information in confidence and, not without the Disclosing Party’s prior written consent, to disclose any part of it, to any person other than those directly concerned with the Business Purpose and whose knowledge of such Information is essential for such purposes. The Receiving Party will ensure that those persons comply with the obligations imposed on the Receiving Party under this Agreement, and will be liable for such person’s default; (b) that the Information provided by or on behalf of the Disclosing Party shall at all times remain the exclusive property of the Disclosing Party and that the Receiving Party will obtain ) the Disclosing Party’s written consent prior to using the Information for any purpose other than the Business Purpose; (c) within one week of request from Disclosing Party, to destroy or delete from any device containing any Information and/or return to the Disclosing Party upon demand the Information, except for one copy of such Information as is required to be retained by law, regulation, professional standards or archival purposes. Upon request from the Disclosing Party, an officer from the Receiving Party shall certify to such destruction and deletion of Information; (d) to use reasonable efforts to provide the Disclosing Party with prompt notice, unless such notice would violate applicable law, if any member of the Receiving Party’s Group becomes legally compelled to disclose any of the Information, so that the Disclosing Party may seek a protective order or other appropriate remedy. If such order or remedy is not available in time, the obligation of confidentiality shall be waived to the extent necessary to comply with the law and the Receiving Party will furnish only that portion of the Information which is legally required (in the opinion of its counsel); and (e) not to, and not allow its representatives to, attempt to, disassemble, decipher, reconfigure, reverse engineer, decompile, alter or reproduce or make derivatives or improvements to or from, or subject to experimentation, any software programs or hardware devices provided to it by the Disclosing Party under this Agreement.

2. The Receiving Party agrees that no right or license is implied or granted to the Receiving Party’s Group in relation to any part of the Disclosing Party’s Information.

3. Neither party nor any member of its respective Group warrants the accuracy or completeness of the Information. Accordingly, neither party’s Group shall have any liability to the other resulting from the use of the Information, except when the liability arises from fraudulent misrepresentation. Each party also agrees that the other party is not entitled to rely on the completeness or accuracy of any Information.

4. Clause 1 does not apply to Information which: (a) at the time of disclosure is, or subsequently through no fault of the Receiving Party’s Group becomes, generally available to the public; (b) becomes rightfully known to the Receiving Party’s Group through a third party with no obligation of confidentiality; (c) the Receiving Party can prove was lawfully in the possession of the Receiving Party’s Group prior to such disclosure; or (d) the Receiving Party can prove was independently developed by the Receiving Party’s Group without use of, or reference to, the Disclosing Party’s Information.

5. Nothing in this Agreement shall be construed to prevent either party from engaging independently in competing business activities, provided it does not use the Information of the other in order to do so.

6. This Agreement does not give rise to any intention, commitment or obligation of the parties to enter into any kind of business relationship with the other party.

7. Each party acknowledges that the unauthorized disclosure or use of the other party’s confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the Disclosing Party will have the right to seek an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

8. This Agreement will be governed by, and construed under, the laws of the State of New York, without regard to the principles of choice of law.

9. This Agreement shall take effect on the date written above and shall remain in effect for a period of two (2) years.

New Constructs, LLC

Authorised Signatory ....CEO.......................................................

Print Name: David Trainer ...............................................................................

Date .........................................................................................

Company

Authorised Signatory ..................................................................

Print Name ..............................................................................

Date ......................................................................................