

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into as of _____, 20____ (the "Effective Date"), by and between:

EARTH[®]X Corporation Ltd

An Ohio Limited Liability Company

8 Crooked Creek Lane, Milford, OH 45015

("EARTH[®]X" or "First Party")

and

("Second Party")

(Each a "Party" and collectively, the "Parties")

RECITALS

WHEREAS, the Parties wish to explore a potential business relationship relating to EARTH[®]X's technology platforms, business model, and associated intellectual property (the "Purpose");

WHEREAS, in connection with the Purpose, each Party may disclose to the other certain confidential and proprietary information;

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

1. DEFINITIONS

1.1 Confidential Information

"Confidential Information" means all information, whether written, oral, electronic, visual, or in any other form, disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") that:

- (a) is marked as "Confidential," "Proprietary," or with a similar designation;
- (b) is identified as confidential at the time of disclosure; or
- (c) would reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.

Confidential Information includes, but is not limited to, business plans, financial information, technical data, product designs, software, algorithms, customer lists, investor information, marketing strategies, trade secrets, know-how, and any other proprietary information relating to the Disclosing Party's business.

1.2 Exclusions from Confidential Information

Confidential Information does not include information that:

- (d) was publicly known and available prior to its disclosure by the Disclosing Party;
- (e) becomes publicly known and available through no wrongful act of the Receiving Party;
- (f) was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party, as evidenced by the Receiving Party's written records;

- (g) is rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation; or
- (h) is independently developed by the Receiving Party without use of or reference to the Confidential Information, as evidenced by the Receiving Party's written records.

2. OBLIGATIONS OF RECEIVING PARTY

2.1 Non-Disclosure

The Receiving Party shall:

- (i) hold and maintain all Confidential Information in strict confidence;
- (j) not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party; and
- (k) protect the Confidential Information using the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.

2.2 Permitted Disclosures

The Receiving Party may disclose Confidential Information only to its employees, officers, directors, consultants, advisors, and agents (collectively, "Representatives") who:

- (l) have a legitimate need to know such information for the Purpose;
- (m) have been informed of the confidential nature of such information; and
- (n) are bound by confidentiality obligations at least as restrictive as those contained herein.

The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

2.3 Restricted Use

The Receiving Party shall use the Confidential Information solely for the Purpose and shall not use the Confidential Information for any other purpose, including for its own benefit or the benefit of any third party, without the prior written consent of the Disclosing Party.

2.4 No Reproduction

The Receiving Party shall not copy, reproduce, or create derivative works based on the Confidential Information without the prior written consent of the Disclosing Party, except as reasonably necessary to accomplish the Purpose.

3. COMPELLED DISCLOSURE

If the Receiving Party is required by law, regulation, court order, or other legal process to disclose any Confidential Information, the Receiving Party shall:

- (o) promptly notify the Disclosing Party in writing of such requirement (to the extent legally permissible);
- (p) cooperate with the Disclosing Party in seeking a protective order or other appropriate remedy; and
- (q) disclose only that portion of the Confidential Information that is legally required to be disclosed.

4. RETURN OF MATERIALS

Upon the written request of the Disclosing Party, or upon termination of this Agreement, the Receiving Party shall promptly:

- (r) return to the Disclosing Party all tangible materials containing or reflecting Confidential Information;

- (s) destroy all electronic copies, notes, summaries, and other materials derived from or containing Confidential Information; and
- (t) certify in writing to the Disclosing Party that all such materials have been returned or destroyed.

Notwithstanding the foregoing, the Receiving Party may retain one copy of the Confidential Information solely for legal compliance and archival purposes, provided such copy remains subject to the confidentiality obligations herein.

5. NO LICENSE OR OWNERSHIP RIGHTS

Nothing in this Agreement shall be construed as granting, by implication or otherwise, any license or right to the Receiving Party under any patent, copyright, trademark, trade secret, or other intellectual property right of the Disclosing Party. All Confidential Information remains the exclusive property of the Disclosing Party.

6. NO OBLIGATION TO DISCLOSE

Nothing in this Agreement obligates either Party to disclose any Confidential Information to the other Party. Each Party retains sole discretion regarding what information, if any, to disclose.

7. NO REPRESENTATION OR WARRANTY

All Confidential Information is provided "AS IS" without any representation or warranty, express or implied, as to its accuracy, completeness, or performance. The Disclosing Party shall have no liability to the Receiving Party resulting from the use of the Confidential Information.

8. TERM AND TERMINATION

8.1 Term

This Agreement shall commence on the Effective Date and shall continue for a period of two (2) years, unless earlier terminated by either Party upon thirty (30) days' prior written notice to the other Party.

8.2 Survival

The obligations of confidentiality and non-use set forth in this Agreement shall survive termination and shall remain in effect for a period of three (3) years from the date of termination or the date of disclosure of the Confidential Information, whichever is later.

9. REMEDIES

The Receiving Party acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy. Accordingly, the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity.

10. GENERAL PROVISIONS

10.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of law principles.

10.2 Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved through good faith negotiations between the Parties. If the Parties are unable to resolve the dispute within thirty (30) days, either Party may pursue any available legal remedies.

10.3 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.

10.4 Amendments

This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both Parties.

10.5 Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No failure or delay in exercising any right or remedy shall operate as a waiver thereof.

10.6 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

10.7 Assignment

Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party. Any attempted assignment in violation of this provision shall be null and void.

10.8 Notices

All notices required or permitted under this Agreement shall be in writing and delivered by email, certified mail, or hand delivery to the addresses set forth on the signature page hereof or to such other address as a Party may designate in writing.

10.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Mutual Non-Disclosure Agreement as of the date first written above.

EARTHX® Corporation Ltd:

By: _____
Name: A.Christopher St. Michael
Title: Chief Executive Officer
Date: _____

Address for Notices:
8 Crooked Creek Lane
Milford, OH 45015
Email: Christos@EARTHXCorporation.io

Second Party:

By: _____
Name: _____
Title: _____
Date: _____

Address for Notices:

Email: _____