

**MUTUAL NON-DISCLOSURE  
AND NON-CIRCUMVENTION AGREEMENT**

This **MUTUAL NON-DISCLOSURE AND NON- CIRCUMVENTION AGREEMENT** (the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_ (the “Effective Date”) by and between Club Annabella Corp, a Delaware corporation (“Club Annabella”) and \_\_\_\_\_ under the laws of the State of California. Club Annabella, and \_\_\_\_\_ are referred to herein individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, each undersigned party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose Confidential Information (as defined herein) relating to the Disclosing Party’s business for the purposes of determining whether to collaborate with each other with respect to a potential transaction or business arrangement (a “Transaction”).

**NOW THEREFORE**, in consideration of the parties’ discussions and any access of the Receiving Party to Confidential Information of the Disclosing Party, the Receiving Party hereby agrees as follows:

1. For purpose of this Agreement, “Confidential Information” is defined as all information of the Disclosing Party, including, without limitation, any corporate documentation, financial or accounting information (including projections), trade secrets, tools, business plans, business processes, business models, customer lists, vendor lists, products, analysis, platforms or methodologies and any licenses relating to the foregoing, formulas, written materials, test results, descriptions, drawings, materials, records relating to research and development, inventions, pricing methods, marketing techniques, methods of operation, methods of processing, technical processes, computer programs, program lists, computer codes or entry codes, confidential computer data or programs, program libraries, software in source code and/or object code forms, employee manuals, internal and external memoranda, any documentation, engineering document or data, training materials, and any and all similar materials, information, and intellectual property including any and all patents, copyrights, and trademarks as the same may be defined under Title 35, Title 17, and Title 15 of the United States Code; whether said information is written, oral, magnetic or other machine-readable format. Confidential Information does not include information, knowledge or factual data which (i) is in the possession of the Receiving Party prior to the time of disclosure, (ii) becomes part of the public knowledge or literature other than by reason of any inaction or action of Receiving Party, (iii) was disclosed to Receiving Party without restriction by a third party having the right to disclose the same, (iv) is ordered to be released by a court of competent jurisdiction, (v) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such information, or (vi) is approved for release by the Disclosing Party.

2. The Receiving Party agrees: (i) to hold the Disclosing Party’s Confidential Information in confidence and to take reasonable precautions to protect such Confidential

Information (including, without limitation, all precautions the Receiving Party employs with respect to its confidential materials), (ii) not to divulge any such Confidential Information to any third person, (iii) not to make any use whatsoever at any time of such Confidential Information except to evaluate internally its relationship with the Disclosing Party, and (iv) not to copy or reverse engineer any such Confidential Information.

3. Immediately upon a request by the Disclosing Party at any time the Receiving Party will turn over to the Disclosing Party all Confidential Information of the Disclosing Party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof. The Receiving Party understands that nothing herein (i) requires the disclosure of any Confidential Information of the Disclosing Party or (ii) requires the Disclosing Party to proceed with any transaction or relationship.

4. Receiving Party warrants that all of Receiving Party's employees or representatives (the recipients) who come into contact with said Confidential Information have signed or will sign agreements consistent with the terms and conditions of this Agreement before they are allowed to have any contact whatsoever with said Confidential Information.

5. Receiving Party hereby acknowledges that all Confidential Information shall be and remain the sole property of Disclosing Party. Receiving Party recognizes and agrees that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information, or as obligating either party hereto to enter into any further agreement with respect to the subject matter hereof or otherwise. Receiving Party further acknowledges and agrees that nothing contained in this Agreement shall be construed as granting Receiving Party the right to utilize the Confidential Information in any manner, or to authorize or in any way assist others to do so, and all Confidential Information which is provided to Receiving Party hereunder is provided without any representation or warranty by Disclosing Party, express or implied, as to the accuracy or completeness of such Confidential Information.

6. This Agreement and the covenants and obligations hereunder shall survive the termination of any discussion and/or business relationship between the Parties.

7. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter herein. All prior or contemporaneous agreements, understanding, representations, warranties, and statements, oral or written, relating to the subject matter are superseded and without effect. No modification of or amendment to this Agreement shall be binding unless in writing and executed by the parties hereto or their lawful representatives.

8. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California, regardless of the laws that otherwise may be applicable under the principles of conflicts of law. The court and authorities of the State of California and the Federal District Court for the District of the County of Los Angeles, State of California, shall have sole jurisdiction and venue over all controversies that may arise with respect to the execution, interpretation, and compliance with the Agreement. In the event

of any litigation or dispute regarding or arising from this Agreement, and in addition to any and all remedies at law and in equity, the prevailing party shall be entitled to recover its reasonable attorneys fees, expenses, and costs of suit incurred therein or in the enforcement or collection of any judgment or award rendered therein.

9. Receiving Party agrees that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury for which money damages may be inadequate and/or difficult to ascertain. Receiving party agrees that it (including the associates, agents, affiliates and/or representatives of such party) will not attempt, directly or indirectly, to contact the Disclosing Party's clients, transaction sources, financing sources or other parties whose nature and relationships constitute proprietary data, on matters relating to the subject business or contact, or negotiate with a confidential source or make use of any Confidential Information of the Disclosing Party, except through such the Disclosing Party or with the express written consent of the Disclosing Party as to each such contact and/or use. Any violation of this covenant shall be deemed an attempt to circumvent the Disclosing Party, and the Receiving Party shall be liable for damages in favor of the Disclosing Party, which may also apply for injunctive relief as the damage may be difficult to assess and/or may be irreparable. Receiving Party agrees further that, if it fails to comply with any of its obligations as set forth herein, Disclosing Party shall be entitled to an accounting and repayment of all forms of compensation, commissions, enumerations or benefits which Receiving Party directly or indirectly realizes as a result of or arising in connection with any such failure to comply. Such remedy shall be in addition to and not in limitation of any injunctive relief or other remedies to which Disclosing Party may be entitled under this Agreement or otherwise at law or in equity. Receiving Party expressly waives any requirement for the securing or posting of any bond in connection with such remedy. Such relief shall not be deemed to be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other remedies available at law or in equity to the Disclosing Party. In addition, Receiving Party agrees to indemnify and hold Disclosing Party harmless from and against all claims, losses, liabilities, damages, expenses, and costs (including, without limitation, reasonable fees for attorneys and expert witnesses) which result from a breach or threatened breach of any of the provisions set forth herein.

10. Receiving Party represents and warrants that this Agreement has been duly and validly authorized, executed and delivered by Receiving Party and is a valid and binding agreement enforceable against Receiving Party in accordance with its terms.

11. Receiving Party hereby agrees and consents to receive the Confidential Information to be provided to Receiving Party by the Disclosing Party in electronic format (i.e. via email, internet, etc). Receiving Party may revoke your consent to receive Confidential Information electronically at any time by communicating such revocation notice in writing to the Disclosing Party. Absent Receiving Party's revocation, Receiving Party consent will remain effective until the completion of the relevant Transaction.

12. For two (2) years after the Effective Date of this Agreement, the Receiving Party and its officers and directors, separately and individually, will not make any effort to

circumvent the terms of this Agreement in an attempt to gain the benefits or considerations granted to it under the Agreement by taking any actions to indirectly gain the benefits of the Confidential Information, including but not limited to hiring or contracting directly or indirectly with any past or present officer, director, employee, independent contractor, agent or consultant to the Disclosing Party.

13. For three (3) years after the Effective Date of this Agreement, the Receiving Party agrees not to directly or indirectly contact, deal with, transact, or otherwise have any business involvement with any individual or entity introduced to the Receiving Party by the Disclosing Party under this Agreement without the specific written permission of the Disclosing Party. The Parties acknowledge that the identity of each individual or entity disclosed to the Receiving Party by the Disclosing Party under this Agreement shall be deemed the Disclosing Party's Confidential Information.


14. The Receiving Party will not contact any parties that they are introduced to by the Disclosing Party directly or indirectly. If such action occurs the Receiving Party will be assessed and \$250,000.00 (USD) fine plus any damages and lost revenue incurred by the Disclosing Party. Such penalty will be due by the Receiving Party payable via wire to the Disclosing Party within 5 business days from the date of the initial contact that was made by the Receiving Party with the contact of the Disclosing Party.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**Club Annabella Corporation**

9/25/2021

By:  \_\_\_\_\_  
Name: Annabella Gutman  
Title: Founder and CEO  
Contact: 310-779-6459  
Date:

\_\_\_\_\_  
By: \_\_\_\_\_  
Name:  
Title:  
Contact:  
Date:

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

Name:  
Title:  
Contact:  
Date: