



CARBON COLLECTIVE

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT, dated as of _____ is by and between [Name of Receiving Party], and _____ (the "Receiving Party") and THE CARBON COLLECTIVE LLC, a Pennsylvania limited liability company located at 2132 East Arizona Street, Philadelphia, PA 19125 (the "Disclosing Party").

WHEREAS, the Receiving Party wishes to receive information regarding The Carbon Collective LLC and its business, assets, operations and certain projects it is considering undertaking (collectively, the "Business");

WHEREAS, the Disclosing Party is considering a collaboration with the Receiving Party, in which the Receiving Party will provide potential collaboration, _____, and related services in connection with certain projects of the Disclosing Party and the Receiving Party wishes to evaluate certain information relating to the Business in connection with such partnership; and

WHEREAS, the parties have agreed that any disclosure of any proprietary information of the Business shall be on the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. As used herein, "Confidential Information" shall mean any and all information disclosed to the Receiving Party by the Disclosing Party in connection with its review of the Business, including creative ideas, project descriptions, partner information, designs, formats, artistic information, financial statements and analyses, business forecasts and plans and other proprietary information relating to current, future, and proposed business activities, products and services, and including financial matters, vendors, customers, employees and business and contractual relationships.

2. The Receiving Party agrees that at all times and notwithstanding any termination or expiration of this Agreement it shall hold in strict confidence and not disclose to any third party Confidential Information of the Business and shall use such Confidential Information for no purpose other than in connection with its review of the Business. Notwithstanding the above, the Receiving Party shall not be in violation of this Section 2 with regard to a disclosure

made in accordance with an order of a court or other governmental body; provided that the Receiving Party provides the Disclosing Party with prior written notice of such disclosure in order to permit the Disclosing Party to seek confidential treatment of such information. The Receiving Party shall permit access to Confidential Information only to those of its employees or authorized representatives who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

3. The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of Confidential Information.

4. The Receiving Party's obligations under this Agreement with respect to any item of Confidential Information shall terminate when it can document that such Confidential Information: (a) was in the public domain at the time it was communicated to the Receiving Party; (b) entered the public domain subsequent to the time it was communicated to the Receiving Party through no fault of the Receiving Party; (c) was in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Recipient or was independently developed by the Receiving Party; (d) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was communicated to the Receiving Party; or (e) was communicated by the Disclosing Party or employees of the Business to an unaffiliated third party free of any obligation of confidence.

5. Upon termination or expiration of this Agreement, or upon the written request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all documents and other tangible material representing Confidential Information and all copies thereof (or certify to the Disclosing Party that the same has been destroyed).

6. The Receiving Party recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information.

7. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information by the Receiving Party shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends, which appear on the original, unless otherwise authorized in writing by the Disclosing Parties.

8. This Agreement shall expire two (2) years after the date hereof, unless earlier terminated by either party at any time upon thirty (30) days' written notice to the other party. The Receiving Party's obligations under this Agreement shall survive termination or expiration of this Agreement for a period of two (2) years and shall be binding upon the Receiving Party's successors and assigns.

9. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (without reference to its conflict of laws principles). This Agreement may not be amended except by a writing signed by both parties hereto.

10. If any provision of this Agreement is found by a proper authority to be un-enforceable or invalid such un-enforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

11. The Disclosing Party shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity.

IN WITNESS WHEREOF, the parties have executed this Confidentiality and Non-Disclosure as of the date first set forth above.

The "Disclosing Party"

THE CARBON COLLECTIVE LLC

David Brann - Owner

The "Receiving Party"

The Receiving Party Signature

By: _____

Name: _____

Title: _____