

NONDISCLOSURE, & NON-SOLICITATION AGREEMENT - PEOPLEVINE

THIS NON-DISCLOSURE & NON-SOLICITATION AGREEMENT (hereinafter referred to as the "Agreement") entered into this ____ day of _____, 2018 between PeopleVine (Herein referred to as "PV"), a Delaware Corporation and _____, a _____ company or _____ and his partners and associates individually (hereafter referred to as the "Company or Investor").

WHEREAS, Company wishes to become a potential investor of PeopleVine; and

WHEREAS, PV may wish to divulge certain information to Company relating to its business, resources, relationships and financial plans and other information for the purpose of a potential investment opportunities with Company; and

WHEREAS, some or all of the information which may be disclosed is proprietary to the disclosing party.

NOW, THEREFORE, Company agrees as follows:

1. In this Agreement, the term "Confidential Information" shall mean the information disclosed by PV (hereinafter the "Owner") under this Agreement concerning the Purpose referenced above, which is in written, recorded, photographic, machine-readable, software and digital format, or other physical form or oral information reduced to writing as soon as practicable after disclosure to the other party (hereinafter the "Recipient") or which is conspicuously marked "Confidential", "Proprietary", "Private", or in any other manner indicating its confidential and/or proprietary nature.

2. Despite a designation as confidential information, confidential information shall not be deemed to include information when it is:

- (a) Already known to Recipient
- (b) Publicly known (or becomes publicly known) without the fault or negligence of Recipient
- (c) Received from a third party without restriction and without breach of this Agreement
- (d) Independently developed by Recipient: or
- (e) Furnished to a third party by Owner without similar restrictions on the third party's rights.

3. Confidential information may be disclosed by Recipient:

- (a) In accordance with a written authorization of Owner or
- (b) As required by law provided, however, that in the event of a proposed disclosure pursuant to this Section 3(b), Recipient shall give Owner not less than ten (10) days' prior, written notice before such disclosure is made unless otherwise directed by a court of competent jurisdiction.

4. Company covenants and agrees, for a period of three (3) years from the date of disclosure of the Confidential information, that it will use the Confidential information solely for the mutual Purpose of this Agreement stated above, and shall not disclose such Confidential information to any person or persons outside its organization. In addition, Recipient shall disclose the confidential information within its organization only to those having a need to know for the Purpose of this Agreement. At the end of the three (3) year period, all Confidential Information shall be returned to its owner unless this agreement is renewed or supplanted. It is understood

that the recipient is not to contact any clients of PV with the intent of offering them similar services directly after receiving information about their business, their needs or their quoted prices.

Company shall use the same degree of care in safeguarding the Confidential information as it uses for its own confidential information of like importance, but no less than reasonable care. Upon discovery of any disclosure or misuse of confidential information, Recipient shall endeavor to prevent any further disclosure or misuse. The Disclosing party shall have the right to audit the means used to ensure safeguarding without advance notice to the Recipient during normal working hours.

5. Each party appoints the person listed below as its coordinator to receive, on its behalf, all Confidential information pursuant to this Agreement:

On behalf of PV:

Name: Paul Sorkin
Title: COO & General Counsel
Address: 111 W. Maple St #1102
Chicago, IL. 60610
Email: Paul@PeopleVine.com

On behalf of the Company/Investor:

Individual

Name: _____
Title: _____
Address: _____

Email: _____

Either party may change its coordinator by giving the other party written notice of the name and address of its newly appointed coordinator.

6. All Confidential information shall remain the property of PV, and such Confidential information and all copies thereof shall be promptly returned to PV upon request or, at Recipient's option, destroyed, in which case Owner shall be notified in writing when it has been destroyed.

7. Nothing contained in this Agreement shall be construed as granting to or conferring upon Recipient any rights, by license or otherwise, express or implied, in Owner's Confidential information, other than the right to use the Confidential information for the mutual Purpose of this Agreement. This explicitly precludes Recipient from using such Confidential Information to manufacture, or to have manufactured, any products, or parts thereof, which may be disclosed to Recipient.

8. Any copies of the confidential information made by Recipient shall reproduce proprietary marking and legends included therein, but the provisions of this Agreement supersede any provisions of such legends inconsistent herewith.

9. Without regard to the duration of its other obligations hereunder, Recipient shall control access to, and use of, information received hereunder from Discloser and the direct product

thereof in accordance with all applicable US Export Laws and Regulations, including but not limited to the International Traffic in Arms Regulations. In connection with and without limiting the general applicability of the foregoing, Recipient shall not make or permit disclosure of information received from the Discloser or the direct product thereof to nationals of prohibited countries or to any Foreign Person (as defined in Section 120.16 of the International Traffic in Arms Regulations) unless (a) Recipient has received Discloser's express written consent to do so and (b) necessary export licenses have been obtained.

10. Non-Solicitation – For a period of three (3) years from this date of this agreement, the Company agrees they will not solicit for hire (PV employees or contractors), or attempt to take business from PV using information they received during this exchange of information or assist others with the opportunity to do the same. This includes current employees and current accounts without prior written consent from PV. If an investment is not completed between the parties and any of the information is used by the company to gain business it did not have prior to viewing any confidential information the Company agrees to pay PV a penalty equal to the full amount of revenue generated in sales with those accounts.

11. This Agreement, which shall be governed by the laws of the State of Illinois, contains the entire agreement between the parties as to the subject matter hereof and supersedes any previous or contemporaneous undertakings, commitments, or agreements, oral or written, as to its subject matter. It may be modified only by an instrument in writing executed by both parties.

12. This Agreement may be canceled by either party upon not less than fifteen (15) days' prior, written notice to the other provided, however, that no such cancellation shall affect the obligations of Recipient with respect to Confidential information received from Owner prior to the date of cancellation.

13. The Companies understand that Recipients may, currently or in the future, be developing information internally or receiving information from other parties which may be similar to PV's Confidential information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that Recipients will not develop products, for itself or for others, which compete with products or systems contemplated by Companies Confidential information provided, however, that Recipients shall not use Companies Confidential information in such development. Personnel with direct knowledge of Companies Confidential Information shall not be party to or engage in such development activities without Companies prior knowledge and written consent to such involvement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the effective date set forth above.

PEOPLEVINE

By: _____

NAME: _____

TITLE/DATE _____

By: _____

NAME: _____

TITLE/DATE: _____

Individually _____