

Mutual Nondisclosure & Bounce Back Event Agreement

THIS AGREEMENT, dated as of _____, between ReviewInc with offices at 20750 Ventura Blvd. #355 Woodland Hills, CA 91364, and xxxxxxx (“xxxxx”), with offices at xxxxx.

Nondisclosure

WITNESSETH:

WHEREAS, each party wishes to transmit to the other certain information which it deems to be proprietary and confidential, described as all information disclosed to the other party’s personnel, including but not limited to, information related to any prospects and/or customers, projects, methodologies, tools, technical knowledge and data, accounting and financial data, pricing and market data, business plans and strategies, and customer lists; and

WHEREAS, the parties wish to exchange the proprietary and confidential information for the sole purpose of *pursuing a potential future business relationship* [Note: words in italics should be modified if this does not reflect the purpose for disclosure].

NOW, THEREFORE, it is agreed as follows:

1. The recipient of any such information (“Recipient”) agrees from the date of this Agreement:
 - a. to maintain such information (including all portions or copies thereof) confidential in the same manner as its own proprietary information is maintained;
 - b. not to disclose said information to any third party; and
 - c. not to use said proprietary information except for the sole purpose stated herein.
2. Nothing contained in this Agreement shall be construed as granting or conferring by implication or otherwise any rights by license or otherwise to trademarks, inventions, copyrights, or patents.
3. It is understood that the term “Proprietary” or “Confidential” does not include information that:
 - a. is in or subsequently becomes part of the public domain through no fault of the Recipient;

- b. is lawfully received from a third party having the right to disclose such information;
 - c. is independently developed by Recipient (with or without the involvement of individuals employed by Recipient to whom the information was disclosed) without breach of this Agreement;
 - d. is disclosed with the written approval of the other party; or
 - e. is required to be produced under order of a court of competent jurisdiction.
4. The Disclosing Party makes no warranties either express or implied as to the accuracy of this information. The Disclosing Party shall have no liability for any damages, whatsoever, that may result from the use of this information.
 5. Recipient agrees that any breach or threatened breach by it or any of its representatives of the foregoing provisions may cause the non-breaching party irreparable injury for which there is no adequate remedy at law. Therefore, the parties expressly agree that the non-breaching party shall be entitled, in addition to any other remedies that may be available, to seek injunctive or other equitable relief to require specific performance or to prevent a breach of this Agreement.
 6. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of California.

Virtual Bounce Back Event

The Virtual Bounce Back event is intended to help recruit new partners and generate prospect leads for each of the participating vendors. Each vendor is expected to do the following:

Pay the contribution fee of \$1,850. This is an up-front payment (due upon receipt of invoice) that spreads the cost among the participants. Among other things, it helps cover the cost of:

- Event raffle items
- Presentation backdrop
- Design for the landing page, promotional PDFs
- List broker fees
- Press release
- Cost to orchestrate the event

Participants agree to the following

- Attend the group meetings (apx three)
- Submit their PowerPoint and other materials prior to the event

- Contribute partner and customer list (through a bonded list broker) to help promote
- Other promotions that may include social media, additional press, newsletters, etc.
- Present at the scheduled events

ACCEPTED AND AGREED:

ReviewInc

XXXXXX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____