



## CREATIVE PARTNER & AMBASSADOR NON-DISCLOSURE & COMPETE AGREEMENT

YOUR PATHIS NON-DISCLOSURE AGREEMENT (THE "AGREEMENT") IS ENTERED INTO BETWEEN LET'S KISS & POSH ALLIANCE,(HEREINAFTER REFERRED TO AS THE "DISCLOSING PARTY"), AND THIRD PARTY COMPANY, CONTRACTOR ,APPLYING PARTY TO OUR CREATIVE PARTNER OR AMBASSADOR PARTNER ,(HEREINAFTER REFERRED TO AS THE "RECIPIENT").

WHEREAS, THE DISCLOSING PARTY POSSESSES CERTAIN CONFIDENTIAL INFORMATION, TRADE SECRETS, AND PROPRIETARY KNOWLEDGE THAT IT WISHES TO PROTECT;

WHEREAS, THE RECIPIENT DESIRES TO HAVE ACCESS TO AND USE OF THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION FOR THE PURPOSE OF EVALUATING A POTENTIAL BUSINESS RELATIONSHIP;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE DISCLOSING PARTY AND THE RECIPIENT AGREE AS FOLLOWS:

### 1. DEFINITION OF CONFIDENTIAL INFORMATION

(A) "CONFIDENTIAL INFORMATION" SHALL MEAN ANY AND ALL INFORMATION, WHETHER IN WRITTEN, ORAL, ELECTRONIC, OR ANY OTHER FORM, DISCLOSED BY THE DISCLOSING PARTY TO THE RECIPIENT, INCLUDING BUT NOT LIMITED TO TRADE SECRETS, BUSINESS PLANS, FINANCIAL INFORMATION, CUSTOMER LISTS, MARKETING STRATEGIES, PRODUCT DESIGNS, SOFTWARE CODE, AND ANY OTHER INFORMATION THAT IS MARKED AS CONFIDENTIAL OR THAT A REASONABLE PERSON WOULD UNDERSTAND TO BE CONFIDENTIAL.

(B) CONFIDENTIAL INFORMATION SHALL NOT INCLUDE INFORMATION THAT: (I) IS OR BECOMES PUBLICLY AVAILABLE THROUGH NO FAULT OF THE RECIPIENT; (II) WAS RIGHTFULLY IN THE RECIPIENT'S POSSESSION PRIOR TO ITS DISCLOSURE BY THE DISCLOSING PARTY; (III) IS RIGHTFULLY OBTAINED BY THE RECIPIENT FROM A THIRD PARTY WITHOUT ANY OBLIGATION OF CONFIDENTIALITY; OR (IV) IS INDEPENDENTLY DEVELOPED BY THE RECIPIENT WITHOUT REFERENCE TO THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION.

### 2. NON-DISCLOSURE OBLIGATIONS

(A) THE RECIPIENT SHALL HOLD THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION IN STRICT CONFIDENCE AND SHALL NOT DISCLOSE, PUBLISH, OR MAKE AVAILABLE ANY CONFIDENTIAL INFORMATION TO ANY THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE DISCLOSING PARTY.

(B) THE RECIPIENT SHALL USE THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION SOLELY FOR THE PURPOSE OF [INSERT PURPOSE, E.G., EVALUATING A POTENTIAL BUSINESS RELATIONSHIP] AND SHALL NOT USE THE CONFIDENTIAL INFORMATION FOR ANY OTHER PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF THE DISCLOSING PARTY.

(C) THE RECIPIENT SHALL TAKE ALL REASONABLE MEASURES TO PROTECT THE CONFIDENTIALITY OF THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION, INCLUDING BUT NOT LIMITED TO IMPLEMENTING AND MAINTAINING APPROPRIATE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE SAFEGUARDS.



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### 3. RETURN OF CONFIDENTIAL INFORMATION

UPON THE WRITTEN REQUEST OF THE DISCLOSING PARTY OR UPON TERMINATION OF THE BUSINESS RELATIONSHIP BETWEEN THE DISCLOSING PARTY AND THE RECIPIENT, THE RECIPIENT SHALL PROMPTLY RETURN OR DESTROY ALL COPIES OF THE DISCLOSING PARTY'S CONFIDENTIAL INFORMATION IN ITS POSSESSION OR CONTROL, AND SHALL PROVIDE WRITTEN CERTIFICATION OF SUCH RETURN OR DESTRUCTION UPON REQUEST.

### 4. REMEDIES

(A) THE RECIPIENT ACKNOWLEDGES THAT A BREACH OF THIS AGREEMENT MAY CAUSE IRREPARABLE HARM TO THE DISCLOSING PARTY, FOR WHICH MONETARY DAMAGES MAY NOT BE AN ADEQUATE REMEDY. THEREFORE, IN THE EVENT OF A BREACH OR THREATENED BREACH OF THIS AGREEMENT, THE DISCLOSING PARTY SHALL BE ENTITLED TO SEEK INJUNCTIVE RELIEF, SPECIFIC PERFORMANCE, OR ANY OTHER EQUITABLE REMEDY AVAILABLE UNDER APPLICABLE LAW, WITHOUT THE NEED TO POST A BOND OR PROVE ACTUAL DAMAGES.

(B) THE RIGHTS AND REMEDIES PROVIDED IN THIS AGREEMENT SHALL BE CUMULATIVE AND IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES AVAILABLE TO THE DISCLOSING PARTY AT LAW OR IN EQUITY.

### 5. GOVERNING LAW AND JURISDICTION

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF ILLINOIS ]. ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF ILLINOIS.

### 6. ENTIRE AGREEMENT

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DISCLOSING PARTY AND THE RECIPIENT WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AGREEMENTS, UNDERSTANDINGS, AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS NON-DISCLOSURE & COMPETE AGREEMENT AS OF THE DATE WRITTEN OR DIGITAL SIGNATURE VIA WEB,TEXT,EMAIL OR APP.



## CREATIVE PARTNER & AMBASSADOR NON-DISCLOSURE & COMPETE AGREEMENT

THIS NON-COMPETE AGREEMENT (THE "AGREEMENT") IS ENTERED INTO BETWEEN EMBER ALLAMBY( LET'S KISS & POSH ALLIANCE) ,(HEREINAFTER REFERRED TO AS THE "DISCLOSING PARTY"), AND THIRD PARTY COMPANY, CONTRACTOR ,APPLYING PARTY TO OUR CREATIVE PARTNER OR AMBASSADOR PARTNER , (HEREINAFTER REFERRED TO AS THE "RECIPIENT").

WHEREAS, THE COMPANY AND THE RECIPIENT HAVE ENTERED INTO A BUSINESS RELATIONSHIP, AND THE COMPANY HAS PROVIDED THE RECIPIENT WITH ACCESS TO CONFIDENTIAL INFORMATION, TRADE SECRETS, AND OTHER PROPRIETARY KNOWLEDGE;

WHEREAS, THE COMPANY HAS A LEGITIMATE INTEREST IN PROTECTING ITS BUSINESS, GOODWILL, AND COMPETITIVE ADVANTAGE;

WHEREAS, THE RECIPIENT ACKNOWLEDGES THAT THE COMPANY'S CONFIDENTIAL INFORMATION AND TRADE SECRETS ARE VALUABLE ASSETS AND THAT THEIR UNAUTHORIZED USE OR DISCLOSURE COULD CAUSE IRREPARABLE HARM TO THE COMPANY;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE COMPANY AND THE RECIPIENT AGREE AS FOLLOWS:

### 1. NON-COMPETITION OBLIGATIONS

(A) DURING THE TERM OF THIS AGREEMENT AND FOR A PERIOD OF 5 FOLLOWING THE TERMINATION OF THE BUSINESS RELATIONSHIP BETWEEN THE COMPANY AND THE RECIPIENT, THE RECIPIENT SHALL NOT, DIRECTLY OR INDIRECTLY, ENGAGE IN ANY BUSINESS OR ACTIVITY THAT COMPETES WITH THE COMPANY'S BUSINESS.

(B) THE RECIPIENT SHALL NOT, DIRECTLY OR INDIRECTLY, OWN, MANAGE, OPERATE, CONTROL, BE EMPLOYED BY, CONSULT FOR, OR PARTICIPATE IN THE OWNERSHIP, MANAGEMENT, OPERATION, OR CONTROL OF ANY BUSINESS THAT COMPETES WITH THE COMPANY'S BUSINESS.

### 2. NON-SOLICITATION OBLIGATIONS

(A) DURING THE TERM OF THIS AGREEMENT AND FOR A PERIOD OF [INSERT DURATION, E.G., TWO (2) YEARS] FOLLOWING THE TERMINATION OF THE BUSINESS RELATIONSHIP BETWEEN THE COMPANY AND THE RECIPIENT, THE RECIPIENT SHALL NOT, DIRECTLY OR INDIRECTLY, SOLICIT, INDUCE, OR ATTEMPT TO SOLICIT OR INDUCE ANY EMPLOYEE, CONTRACTOR, OR CONSULTANT OF THE COMPANY TO TERMINATE THEIR EMPLOYMENT OR ENGAGEMENT WITH THE COMPANY.

(B) THE RECIPIENT SHALL NOT, DIRECTLY OR INDIRECTLY, SOLICIT, INDUCE, OR ATTEMPT TO SOLICIT OR INDUCE ANY CUSTOMER, CLIENT, SUPPLIER, OR VENDOR OF THE COMPANY TO TERMINATE OR REDUCE THEIR BUSINESS RELATIONSHIP WITH THE COMPANY.



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### 3. CONFIDENTIALITY OBLIGATIONS

- (A) THE RECIPIENT ACKNOWLEDGES AND AGREES THAT ALL CONFIDENTIAL INFORMATION, TRADE SECRETS, AND PROPRIETARY KNOWLEDGE DISCLOSED BY THE COMPANY, WHETHER IN WRITING, ORALLY, OR THROUGH ANY OTHER MEANS, SHALL REMAIN THE EXCLUSIVE PROPERTY OF THE COMPANY.
- (B) THE RECIPIENT SHALL NOT, DIRECTLY OR INDIRECTLY, USE, DISCLOSE, OR MAKE AVAILABLE TO ANY THIRD PARTY ANY CONFIDENTIAL INFORMATION, TRADE SECRETS, OR PROPRIETARY KNOWLEDGE OF THE COMPANY, EXCEPT AS REQUIRED IN THE COURSE OF PERFORMING THEIR DUTIES FOR THE COMPANY OR WITH THE COMPANY'S PRIOR WRITTEN CONSENT.

### 4. REMEDIES

- (A) THE RECIPIENT ACKNOWLEDGES THAT A BREACH OF THIS AGREEMENT MAY CAUSE IRREPARABLE HARM TO THE COMPANY, FOR WHICH MONETARY DAMAGES MAY NOT BE AN ADEQUATE REMEDY. THEREFORE, IN THE EVENT OF A BREACH OR THREATENED BREACH OF THIS AGREEMENT, THE COMPANY SHALL BE ENTITLED TO SEEK INJUNCTIVE RELIEF, SPECIFIC PERFORMANCE, OR ANY OTHER EQUITABLE REMEDY AVAILABLE UNDER APPLICABLE LAW, WITHOUT THE NEED TO POST A BOND OR PROVE ACTUAL DAMAGES.
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### 6. ENTIRE AGREEMENT

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE RECIPIENT WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AGREEMENTS, UNDERSTANDINGS, AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN.

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