



InvestorsAlly Group
(InvestorsAlly Inc & InvestorsAlly Llc)
2901 W Coast Hwy, #200, Newport Beach, CA 92663
1521 Alton Rd, #713, Miami Beach, FL 33139
2550 E Desert Inn Rd, #152, Las Vegas, NV 89121
All Mailing Address: 2549 Eastbluff Dr., #308, Newport Beach, CA 92660
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Email: admin@investorsally.com, Web: <https://investorsallyinc.com>, <https://investorsallyllc.com>

Mutual Non-Disclosure and Non-Circumvention Agreement

This Mutual Non-Disclosure and Non-Circumvention Agreement ("**Agreement**") is made on the date _____ by and between a potential Client or a Business Partner _____, ("**Client**") and the InvestorsAlly Group which is represented by, InvestorsAlly, Inc (California) and InvestorsAlly Llc (Nevada & Florida) ("**InvestorsAlly**") in regard to information concerning either proposed or actual brokering, sourcing, developing, investing, selling, buying, renting, chartering, lending, funding, insuring, forming joint ventures with or engaging as distributors, resellers, consultants, advisors (collectively, "**Transaction**") some real estate properties, businesses, ventures, yachts, boats, jets, planes, films, TV projects, stage plays, multi-media displays, cryptocurrencies, tokens, NFTs, video games, scripts, eSports equipment, furniture, fine art objects, jewelry collections, fashion and/or their related support, funding or creative design IPs (collectively, "**Property**"). Client and InvestorsAlly shall be referred to singularly as a "**Party**" and collectively as the "**Parties**".

1. **PURPOSE:** The Parties are interested in collaborating on the brokerage of, sourcing of, investing in, partnering in, sale or purchase of, funding, marketing, jointly creating, developing, renovating or improving the Property for a potential Transaction and wish to ensure the confidential status of certain information concerning Property, Transaction and/or the Party's client(s), partner(s), funder(s), investor(s) or prospect lead(s) that may be exchanged between them.

2. **DEFINITION:** "Confidential Information" means any proprietary information including but not limited to, financial information, business plans, business know-hows, services, sources, partners, investors, customers, clients, interested leads, potential buyers and sellers, negotiated prices, transacted price, commissions, compensations, markets, development processes, engineering, technical data, prototypes and marketing methods, which confidential information may be or has previously been disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), either in writing or orally. The disclosing party shall make reasonable efforts to mark its confidential information in tangible form with legends such as "confidential", "proprietary" or "secret", prior to disclosure. However, the disclosing party's information in tangible form that does not bear any such legends, and discussions relating to that information, shall nevertheless be protected here-under as Confidential Information, if the Receiving Party knew, or should have reasonably known under the circumstances, that the information was confidential and had been communicated to it in confidence.

3. **EXCLUSIONS FROM DEFINITION OF CONFIDENTIAL INFORMATION:** Confidential Information does not include information which (a) is, or becomes generally available to the public, other than as a result of unauthorized disclosure by one of the Parties, (b) was available to the Receiving Party on a non-confidential basis prior to the other Party disclosing it, (c) is obtained by the Receiving Party from a third party that has legally and properly obtained such information and is not obligated to maintain its confidentiality, (d) is independently developed by the Receiving Party, or (e) required to be disclosed in accordance with applicable laws, regulations, judicial or other government order, provided that the Receiving Party shall give the Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order.

4. **NON-UNAUTHORIZED USE, NON-DISCLOSURE AND NON-CIRCUMVENTION OF CONFIDENTIAL INFORMATION:** Receiving Party agrees not to use any Confidential Information for its own use to circumvent or for any purpose except to carry out discussions concerning, and the undertaking of, any Transaction between the Parties of their principals. Receiving Party will not intentionally circumvent Disclosing Party's business interests and will not disclose any Confidential Information to third parties except to clients, financing sources, directors, officers, managers, members, shareholders, employees, business partners, agents, attorneys, accountants, consultants, bankers or other advisors (collectively, "Representatives") who are required to have the information in order to carry out the discussions relating to the Transaction and who have been informed of the confidentiality obligations here-under and have agreed to those obligations. Receiving Party understands that it is responsible for any breaches of this Agreement by third parties to whom it has provided any Confidential Information. Receiving Party agrees that it will take all reasonable measures to protect the secrecy of Confidential Information to prevent it from falling into the public domain or the possession of persons other than those persons authorized here-under to have any such information, which measures shall include the highest degree of care that Receiving Party utilizes to protect its own Confidential Information of a similar nature. The Receiving Party agrees to notify the Disclosing Party in writing of any misuse or misappropriation of Confidential Information, which may come to the Receiving Party's attention.



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5. RETURN OF MATERIALS: Whenever the Disclosing Party so requests, the Receiving Party will promptly return any materials or documents which have been furnished to it, including all originals and copies, or, upon written approval of the Disclosing Party, will destroy such materials and documents.

6. TERM: The commitments of Receiving Party set forth herein shall survive any termination of discussions between the Parties and shall continue for a period of five (5) years following the termination date of this Agreement which shall be further mutually or independently decided upon with proper written notice to each party.

7. NO REPRESENTATION OF ACCURACY: Each Party understands and acknowledges that neither Party nor any of its Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information made available by it or to it. Each Party agrees that neither Party nor any of its Representatives shall have any liability to the other party or to any of its Representatives relating to or resulting from any inaccuracy or errors in the Confidential Information or omissions therefrom.

8. NO OBLIGATION TO DISCLOSE; NO TRANSFER OF RIGHTS; DEFINITIVE AGREEMENT: Neither Party has any obligation to disclose Confidential Information to the other. Each Party agrees that it shall not acquire any right, title, license, or any other intellectual property right in respect to the Confidential Information of the other Party. Each Party agrees that no agreement providing for any Transaction involving the parties shall be deemed to exist between the Parties unless and until a final subsequent definitive agreement has been executed mutually by both Parties.

9. REMEDIES: Receiving Party agrees that the obligations of Receiving Party provided herein are necessary and reasonable to protect the Disclosing Party's company and its businesses, and Receiving Party expressly agrees that monetary damages would be inadequate to compensate for any breach by Receiving Party of its covenants and agreements set forth herein. Accordingly, Receiving Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, at law, in equity or otherwise, the Disclosing Party shall be entitled to obtain injunction relief against the threatened breach of this Agreement or the continuation of any such breach by Receiving Party, without the necessity of proving actual damages.

10. MISCELLANEOUS: Each Party shall be responsible for any breach of this Agreement by any of its Representatives. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforce-ability of the remaining provisions of the Agreement shall not in any way be affected or impaired. This Agreement shall be binding upon and for the benefit of the undersigned Parties, their successors, and assigns. This Agreement contains the entire agreement of the Parties concerning its subject matter. Any additions or modifications of this Agreement must be in writing and signed by the authorized representative of each Party. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege; nor shall any single or partial exercise of that right, power or privilege preclude any other or future exercise thereof. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California, the State of Nevada, or the State of Florida as per where the Property is located. Each Party hereby consents to the exclusive jurisdiction of the respective state and federal courts in the relevant state in any action on a claim arising out of, under or in connection with this Agreement. The Parties have agreed to solve any potential disputes through mediation and arbitration and share the cost. If any dispute between the Parties results in litigation, the prevailing Party in such litigation and/or the original arbitration shall be entitled to recover its costs and reasonable attorneys' fees from the other opposing Party. This Agreement may be signed in counterpart and by facsimile, scanning or electronically, and a copy of this Agreement executed in such manner shall be deemed the same as a hand-signed original of the Agreement.

Client: _____

InvestorsAlly: InvestorsAlly Inc & InvestorsAlly Lic

Signature: _____

Signature: *Ralph Liu*

Name & Title: _____

Name & Title: Ralph Y Liu, President

Date: _____

Date: