

STEVER LOCKE

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT is entered into as of _____, 20_____, (“**Effective Date**”) by Stever Locke, Inc, Christopher Piedici, related entities or other entities to be formed (“**SLI**”), with offices located at 179 North Main Street, Honeoye Falls, NY 14472 and _____, with its principal place of business located at _____ each may be referred to herein as a “**Party**,” and collectively the “**Parties**.”

WITNESSETH:

WHEREAS, in connection with a potential business transaction between the Parties (the “**Purpose**”), the Parties desire to share certain Confidential Information (as defined below) that is non- public, confidential, or proprietary in nature; and

WHEREAS, each Party considers the Confidential Information to be proprietary and/or confidential and requires certain assurances from the other Party as a condition of furnishing the Confidential Information to such other Party.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Definition. “**Confidential Information**” means all nonpublic confidential or proprietary information of the disclosing party, disclosed or accessed in written, electronic or other form or media, marked, designated or otherwise identified as “confidential”.

2. Exclusions from Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that:

(i) is already known to the receiving party prior to the time of disclosure by the disclosing party as evidenced by written records of the receiving party;

(ii) is generally available to the public or becomes publicly known through no wrongful act of the receiving party;

(iii) is lawfully received by the receiving party from a third-party who had a legal right to disclose it without a duty of confidentiality to the disclosing party;

(iv) is developed independently of knowledge of Confidential Information received by the receiving party from the disclosing party;

(v) is approved for release by the disclosing party in writing, which approval may be withheld in the withholding party’s sole discretion; or

(vi) is required to be disclosed as a result of an order of a court of law, governmental agency, or other quasijudicial or regulatory body; provided, however, that before making any such disclosure, the receiving party shall provide the disclosing party with: (i) prompt written notice of such requirement so that the disclosing party may seek, at its sole cost and expense, a protective order or other remedy; and (ii) reasonable assistance, at the disclosing party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure; provided, further, that, if, after providing such notice and assistance as required herein, the receiving party remains subject to a legal order to disclose any Confidential Information, the receiving party shall disclose no more than that portion of the Confidential Information that the receiving party is legally required to disclose.

3. Non-Disclosure of Confidential Information. With respect to Confidential Information, each Party agrees not to share the Confidential Information disclosed to it by the other Party. Provided however that Parties may share with their affiliates, employees, officers, directors, members, managers, partners, shareholders, agents, attorneys, accountants or advisors (collectively, “**Representatives**”). Parties will take reasonable precautions to prevent disclosure of Confidential Information and will ensure that his, her, or its employees, consultants, representatives, and agents to whom Confidential Information is disclosed agree in writing to comply with the restrictions in this Agreement or are bound by a duty of confidentiality equivalent to the restrictions set forth in this Agreement. For purposes of this Agreement, “Person” means any individual, corporation, partnership, limited liability Buyer, joint venture, trust, unincorporated organization, and government (or any department or agency thereof), or any entity similar to any of the foregoing. Each Party agrees that it shall take all reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information of the other in order to prevent it from falling into the public domain or the possession of unauthorized persons. Each Party agrees that it shall not disclose the existence of this Agreement, or the terms hereof, to any third party, without the prior written consent of the other Party, which consent may be withheld in such other Party’s sole discretion.

4. Term; Termination. The term of this Agreement shall commence on the Effective Date and the Parties’ rights and obligations under this Agreement will survive will continue for as long as the Buyer’s information remains Confidential Information. Parties will return all of the Confidential Information and any copies of Confidential Information to the disclosing party immediately upon the demand for return of the Confidential Information; provided, however, that Parties immediately will destroy all tangible Confidential Information if requested to do so in writing.

5. No Obligation; Limited Relationship. Neither Party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement. Either Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other Party, in connection with the Purpose or otherwise. Nothing in this Agreement shall be deemed to create a relationship of employment or agency or to constitute the Parties as partners or joint ventures. Nothing in this Agreement shall be construed as preventing either Party from entering into transactions of any type with other parties in the same or similar lines of business as the Parties.

6. Ownership. The Confidential Information disclosed by either Party remains the property of the disclosing Party. Nothing contained herein shall be construed, either expressly or implicitly, to grant to the receiving Party any rights to technology or license under any patent, copyright, trademark or other intellectual property now or hereinafter in existence.

7. No Representations or Warranties. Neither the disclosing Party nor any of its Representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to the receiving Party. Neither the disclosing Party nor any of its Representatives shall be liable to the receiving Party or any of its Representatives for any liabilities or damages relating to or resulting from the receiving Party’s use of or reliance upon any of the Confidential Information or any errors therein or omissions therefrom.

8. Full Effect. If the parties make a later contract or agreement regarding the Purpose, this Agreement shall continue to remain in full force and effect unless specifically stated to the contrary in such later agreement.

9. Entire Agreement; Amendment. This Agreement constitutes the complete understanding between the Parties regarding its subject matter and supersedes all prior and contemporaneous agreements, whether written, oral, express or implied, regarding such subject matter. This Agreement can be amended only by a written document executed by an authorized representative of each Party that refers to this Agreement.

10. Notices. Any notice, request or other communication in connection with this Agreement shall be in writing and shall be effective and deemed received as follows: (a) immediately upon receipt of personal delivery, (b) the following business day when sent by a reputable overnight courier, or (c) the third business day after deposited in first class United States mail, postage prepaid and return receipt requested. If either Party changes its address during the Term Period, it shall so advise the other Party in writing as herein provided.

11. Governing Law; Waiver of Jury Trial. This Agreement shall be construed and interpreted in accordance with, and its performance governed by, the laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York, or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the The State of New York. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York, in each case located in Monroe County and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens. The Parties further agree that the non-prevailing Party in any such court proceeding under this Agreement shall reimburse the prevailing Party for all reasonable costs, expenses and fees (including court costs and reasonable attorneys' fees) incurred in connection with such proceeding. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

12. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign or delegate its rights or obligations hereunder without the prior written consent of the other Party, which consent may be withheld in the other Party's sole discretion. Any purported assignment in violation hereof shall be null and void.

13. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such term or provision shall be deemed to be severed here from in such jurisdiction, and such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14. Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless expressly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. Headings. The headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

17. Survival. The provisions of this Agreement shall survive the expiration or termination hereof for any reason for such period of time as may be required to have their intended effect.

STEVER LOCKE

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

Entity: _____

Steve Locke, Inc

Approved: _____

Approved: _____

Name: _____

Name: Christopher Piedici

Title: _____

Title: President