

Mutual Confidentiality and Non-Disclosure Agreement

This Mutual Confidentiality and Non-Disclosure Agreement (the "Agreement") is made as of the last date on the signature page below, ("Effective Date") between The Collected Group Company, LLC, a California limited liability company ("TCG") and [COMPANY], a [DOMICILE AND ENTITY TYPE] ("[COMPANY NAME]") and together with TCG, each a "Party" and collectively the "Parties").

1. Purpose. In connection with the Parties' potential business relationship ("Purpose"), either Party or its subsidiaries ("Discloser") may disclose to the other ("Recipient") information that Discloser desires Recipient to keep confidential and protect against unauthorized use or disclosure. Neither Party is obligated to proceed with any transaction between them and may withdraw from the Purpose at any time.

2. Confidential Information. "Confidential Information" means: (a) Discloser information received by Recipient in writing, orally, or by inspection of tangible objects (i.e. documents, prototypes, samples, plants and equipment) that: (i) is marked "Confidential", "Proprietary" or similarly; (ii) Discloser identifies as Confidential Information when disclosed or within a reasonable time afterwards; or (iii) Recipient knows, or should know, to be confidential or proprietary to Discloser; (b) all Confidential Information specified in an Appendix; (c) all Discloser information received by Recipient relating to inventions, discoveries, developments, improvements, disclosures, processes, systems, methods, devices, patents, patent applications, trademarks, intellectual properties, know-how, trade secrets, instruments, materials, products, programs, techniques, designs, research/development activities and plans, data, compilations, results, specifications, computer programs/code (object or source), costs of production, prices, financial data, sales volumes, promotional methods, marketing plans/strategies, clinical plans, business opportunities, vendors, customer lists, employee information or financial statements; (d) any non-public personal information of any customer or applicant (collectively, "Customer NPPI") received by Recipient via Discloser; and (e) third party confidential information received by Recipient via Discloser.

3. Confidentiality Obligations. Recipient shall: (a) hold Confidential Information in the strictest confidence and use it solely to fulfill the Purpose and for no other uses; (b) handle Discloser's Customer NPPI in a manner that is fully compliant with Discloser's obligations with respect to Customer NPPI under Title V of the Gramm-Leach-Bliley Act and any implementing regulations thereunder, including but not limited to applicable limits on the use, disclosure, storage, safeguarding and destruction of Customer NPPI; (c) disclose Confidential Information only to those Recipient personnel who have a need to know such Confidential Information to fulfill the Purpose, provided Recipient: (i) informs such personnel of the confidential nature of the Confidential Information; (ii) takes commercially reasonable steps to ensure that such personnel do not violate the Agreement's confidentiality provisions; and (iii) notifies Discloser promptly if it is aware that any such personnel has violated or intends to violate the provisions of this Agreement (Recipient shall be liable for the acts or omissions of Recipient personnel in breach of this Agreement); (d) not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects embodying the Confidential Information; (e) not make any copies of the Confidential Information unless previously authorized in writing by Discloser; (f) reproduce all proprietary rights and/or confidentiality notices on all copies in the same manner as on the original; and (g) use its best efforts and precautions to protect and maintain the confidentiality of the Confidential Information, which precautions shall be at least equivalent in scope and effect to the measures taken by Recipient to protect its own confidential or proprietary information of a like or similar nature, but in no case with less than a reasonable degree of care.

4. Exclusions. Recipient is not obligated under Section 3 regarding any specific Discloser information that the Recipient can establish: (a) was publicly known and/or made generally available in the public domain prior to the time of disclosure to Recipient; (b) was generally available to the public following disclosure to Recipient through no wrongful act or omission by Recipient or anyone to whom the Recipient disclosed such information; (c) Recipient rightfully possessed without any duty of nondisclosure prior to disclosure by Discloser to Recipient (as reasonably shown by Recipient's files and records); (d) was independently developed by Recipient without use of or reference to Confidential Information received by Recipient (as reasonably shown by Recipient's documents and other

competent evidence); (e) Recipient rightfully obtained from a third party permitted to disclose it; or (f) Recipient disclosed under Discloser's prior written approval.

5. Compelled Disclosure. Recipient may disclose Confidential Information required to be disclosed by law, regulation or a valid court order, provided that Recipient, to the extent legally permissible and commercially practicable: (i) obtains maximum available confidential treatment for such Confidential Information; (ii) gives Discloser prompt written notice of such requirement to disclose prior to such disclosure (or as soon as is reasonably practicable); and (iii) reasonably cooperates with Discloser as necessary in obtaining a protective order or securing confidential treatment for such Confidential Information.

6. Return or Destruction of Materials. Recipient shall return or destroy, as Discloser indicates, all Confidential Information, including without limitation all copies, compilations, summaries, analyses or other materials containing or reflecting Recipient's use of Confidential Information, within ten days after: (a) the Purpose's conclusion or termination; or (b) Discloser sends Recipient written notice. Notwithstanding the foregoing, Recipient may retain Confidential Information as required by law or internal document retention policies.

7. Ownership. The Confidential Information (and related copies and materials) shall be the sole and exclusive property of Discloser. Recipient has no rights under any of Discloser's patents, copyrights, trademarks, trade secrets (except as specified in this Agreement) or any other intellectual property right. Recipient may not use Confidential Information to apply for or secure any patents or any other intellectual property rights.

8. Warranties. Discloser represents and warrants to Recipient that it has the right to disclose any Confidential Information. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND DISCLOSER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION.

9. Equitable Relief. Recipient acknowledges that unauthorized disclosures or use of the Confidential Information could cause great or irreparable injury to Discloser and that pecuniary compensation would not afford, or it would be difficult to ascertain the amount of compensation that would afford, adequate relief. Therefore, Discloser may seek and obtain injunctive relief (without having to post bond) in addition to any other rights and remedies it may have. Recipient shall cooperate with Discloser's reasonable requests in seeking injunctive or other relief against any Recipient personnel who accessed Confidential Information violating or intending to violate this Agreement.

10. Export Laws. Confidential Information or other information disclosed under this Agreement may be technical data subject to United States export control laws and regulations. The Parties shall comply with any such law or regulation.

11. Termination; Continuing Obligations. This Agreement shall terminate two (2) years from the Effective Date. Regardless of termination, Recipient's confidentiality and non-disclosure obligations for each item of Confidential Information shall continue for five (5) years following Recipient's receipt of such Confidential Information. Afterwards, Recipient shall be limited by applicable intellectual property laws, including those pertaining to trade secrets.

12. Governing Law; Venue. This Agreement shall be governed by the laws of the State of California (without regard to conflict of laws principles). The parties consent to the exclusive jurisdiction and venue of the courts in Los Angeles County, California, except that a party is not prohibited from seeking injunctive relief in any court of competent jurisdiction.

13. No Agency. No agency or partnership relationship is established. Neither Party may incur any expenses on behalf of the other Party. Neither party has an obligation under this Agreement to proceed with any proposed transaction or business relationship.

14. Assignment. Neither Party may assign this Agreement to a third party without the prior written consent of the other Party, except to a successor in interest to the Party provided that the other Party is

promptly notified in writing of such assignment. Any attempted assignment made by a Party without the required prior written consent shall be void and of no effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors and permitted assigns.

15. Notices. Any notices under this Agreement shall be sent by certified or registered mail, return receipt requested, to the address set forth below, or by email. Such notice shall be effective upon receipt.

16. Severability; Waiver. If any provision of this Agreement is or becomes illegal, unenforceable or invalidated, by operation of law or otherwise, that provision shall be omitted to such extent and the remainder of this Agreement shall remain in full force and effect. Any waiver by either party of any condition, term, part or provision of this Agreement shall not be a waiver of any other condition, term, part or provision, nor will the waiver be a future waiver of such condition, term, part or provision.

17. Entire Agreement; Counterparts. This Agreement: (a) constitutes the entire agreement of the Parties pertaining to its subject matter; (b) supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, whether written or oral; and (c) may be amended or modified only in a writing signed by both Parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement.

The Parties' authorized representatives execute this Agreement by signing below.

THE COLLECTED GROUP COMPANY, LLC

By: _____

Name: _____

Title: _____

Address: 4775 Eucalyptus Ave.

Chino, CA 91710

Date: _____

FLK Digital LLC

By: _____

Name: Frank-Lamont Keson Wade

Title: Founder

Address: 2548 E Lynwood St

Mesa, AZ 85213

Date: 03/26/2021