

## MUTUAL CONFIDENTIALITY AGREEMENT

This is a Mutual Confidentiality Agreement (“Agreement”) dated as of [REDACTED] 2022 (the “Effective Date”) by and between

**WOW Agency LLC**, with its registered office in 16192 Coastal Highway Lewes, DE 19958 United States, represented by Mr Liam Miller, in his capacity as President/CEO.

and

incorporated in [REDACTED], whose principal office is at [REDACTED] (hereinafter referred to as the “Party”), duly represented by [REDACTED]

1. “Confidential Information” means information belonging to or in the possession or control of a party which is of a confidential, proprietary or trade secret nature that is furnished or disclosed to the other party under this Agreement:
  - (i) in tangible form and marked or designated in writing in a manner to indicate its confidential, proprietary or trade secret nature, or
  - (ii) in intangible form and that either is of a nature that a reasonable person would understand to be confidential or a trade secret or subsequently identified as confidential, proprietary or trade secret.
2. In connection with this Agreement, each Party may disclose as “Disclosing Party” its Confidential Information to the other Party as “Receiving Party”.
3. The Confidential Information to be disclosed by Party under this Agreement includes, without limitation all technical, commercial or otherwise business-related information related to Party’s services, products, software development, Intellectual properties of any kind and form, its Clients, or any information regarding business development activities.
4. The Confidential Information to be disclosed by Party under this Agreement includes, without limitation all technical, commercial or otherwise business-related information related to Party’s business, products, software development, Intellectual properties of any kind and form, its Clients, or any information regarding business development activities.
5. The parties are permitted to store and use the Confidential Information solely for the purpose of executing agreements concluded between the Parties or co-operation in other projects.
6. The receiving party agrees:
  - (i) to hold the furnishing party’s Confidential Information in strict confidence;
  - (ii) to limit disclosure of the furnishing party’s Confidential Information to the receiving party’s own employees (including contractors being a permanent personnel of the Party) having a need to know the information for the purposes of this Agreement;
  - (iii) not to disclose any such Confidential Information to any third party;
  - (iv) to use the furnishing party’s Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out its obligations and exercise its rights under this Agreement;
  - (v) to afford the furnishing party’s Confidential Information at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; and
  - (vi) to notify the furnishing party promptly of any unauthorized use or disclosure of the furnishing party’s Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized use or disclosure.

Confidential Information will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of this Agreement or any access to the furnishing party's Confidential Information to have acquired any right or interest in or to any such Confidential Information.

7. "Confidential Information" will be deemed to exclude any particular information that, as evidenced by written documentation:
  - (i) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party;
  - (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so;
  - (iii) is or becomes publicly known without violation of this Agreement; or
  - (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information.
8. If the receiving party receives a validly issued administrative or judicial notice requesting the disclosure of the furnishing party's Confidential Information, the receiving party will promptly notify the furnishing party and, if so requested, will provide reasonable cooperation to the furnishing party in resisting the disclosure. Subject to its obligations stated in the preceding sentence, the receiving party will be entitled to comply with any binding subpoena or other process to the extent required by law, but will in doing so make every effort to secure confidential treatment of any materials it is compelled to disclose.
9. This Agreement shall remain in effect for the time of cooperation between the parties. Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.
10. At the conclusion of cooperation of the parties, the receiving party will (at the furnishing party's option) return or destroy the Confidential Information provided by the furnishing party. The receiving party will not retain any copies (complete or partial) of the furnishing party's Confidential Information, except that the receiving party may retain one copy solely for archival purposes.
11. Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party or the furnishing party's proprietary rights, the furnishing party will be entitled to obtain appropriate injunctive relief and other measures restraining further, attempted or threatened breaches of such obligations.
12. The Confidential Information is not warranted to be complete or error-free. The furnishing party will not be liable for any damages arising out of the use of the Confidential Information.
13. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more of its provisions will not affect the enforceability of any other provision. If any provision is unenforceable, an enforceable provision shall be substituted that preserves the original intentions and economic positions of the parties to the maximum extent legally possible. This Agreement is the entire agreement between the parties relating to its subject matter.
14. Each Party acknowledges that: (i) its obligations set forth in this Agreement are necessary and reasonable in order to protect Disclosing Party and its business, (ii) due to the unique nature of Disclosing Party's Confidential Information, monetary damages may not alone be sufficient to compensate Disclosing Party for any breach by Receiving Party of its covenants and agreements set forth in this Agreement, and (iii) any violation or threatened violation may cause irreparable injury to Disclosing Party. In addition to any other remedies that may be available, in law, in equity, by statute or otherwise, Disclosing Party may be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Receiving Party.
15. Neither party may assign or otherwise transfer this Agreement or any of the rights that it grants, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Any purported assignment in violation of the preceding sentence will be void and of no effect.

- 16. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party.
- 17. The language of this Agreement is English. No translation, if any, of this Agreement will be of any effect in the interpretation of this Agreement or in determining the intent of the parties. The parties have expressly agreed that this Agreement and related documents be drafted in English.
- 18. Each party has caused its authorized representative to execute this Agreement as of the Effective Date

**WOW Agency LLC**

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By:

By:

Name Liam Miller  
Title: PRESIDENT / CEO

Name: .....  
Title: .....