

## Confidentiality and Non-Circumvention Agreement

This Confidentiality and Non-Circumvention Agreement (this “**Agreement**”), effective upon the execution and delivery of this Agreement by the parties hereto (the “**Effective Date**”), is by and between POTTY TRAINING CONSULTANT, LLC, a State of Maryland limited liability company with offices located at 9676 Atterbury Lane, Frederick, Maryland 21704 (the “**Disclosing Party**”) and [NAME], an individual currently residing at [ADDRESS] (the “**Recipient**” and with the Disclosing Party, the “**Parties**”).

WHEREAS, the Parties wish to pursue potential business transactions in collaboration with each other as set forth in the Trade Secret License Agreement, the terms of which are incorporated herein by reference, entered into by the Parties on or around the same date as the Effective Date of this Agreement (the “**Purpose**”); and

WHEREAS, the Parties have determined that they can best accomplish the Purpose by having the Disclosing Party provide the Recipient with access to certain of the Disclosing Party's Confidential Information (as defined in Section 1, below) and introducing the Recipient to [certain/one] of the Disclosing Party's business contacts (the “**Introduced Party**”).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definition of Confidential Information. Except as otherwise set forth in this Section 1, “**Confidential Information**” means all non-public, proprietary or confidential information of Disclosing Party, in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked or designated as “confidential,” and all notes, analyses, summaries, and other materials prepared by Recipient or any of its Representatives (as defined in Section 2) that contain, are based on, or otherwise reflect, to any degree, any of the foregoing (“**Notes**”).
  - a. Confidential Information also includes: (i) the facts that the parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and (ii) any terms, conditions or arrangements discussed.
  - b. Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' act or omission; (ii) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (iii) was in Recipient's or its Representatives' possession, as established by documentary evidence, before Disclosing Party's disclosure hereunder; or (iv) was or is independently developed by Recipient or its Representatives, as established by documentary evidence, without using any Confidential Information.
2. Use and Disclosure of Confidential Information. Recipient shall use the Confidential Information solely for the Purpose and, subject to Section 3, shall not disclose or permit access to Confidential Information other than to its employees, officers, attorneys,

accountants, and financial advisors (collectively, “**Representatives**”) who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Agreement; and (c) are bound by written confidentiality agreements no less protective of the Confidential Information than the terms contained herein. The Recipient shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. The Recipient shall promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further use or disclosure. The Recipient will be responsible for any breach of this Agreement caused by its Representatives.


3. Required Disclosure. If Recipient or any of its Representatives is required by a valid legal order to disclose any Confidential Information, Recipient shall, before such disclosure, notify Disclosing Party of such requirements so that Disclosing Party may seek a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of its outside legal counsel, Recipient is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.
4. Return or Destruction of Confidential Information. Upon the expiration of this Agreement or otherwise at Disclosing Party's request, Recipient shall promptly, at Disclosing Party's option, either return to Disclosing Party or destroy all Confidential Information in its and its Representatives' possession other than Notes, and destroy all Notes, and certify in writing to Disclosing Party the destruction of such Confidential Information.
5. No Obligation to Disclose or Negotiate; No Representations or Warranties. Disclosing Party has no obligation under this Agreement to (a) disclose any Confidential Information or (b) negotiate for, enter into, or otherwise pursue the Purpose. Disclosing Party provides all Confidential Information without any representation or warranty, expressed or implied, as to the accuracy or completeness thereof, and Disclosing Party shall have no liability to Recipient or any other person relating to Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.
6. No Transfer of Rights, Title, or Interest. The Disclosing Party retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment, or other transfer of any such right, title, and interest to Recipient or any other person.
7. Non-Circumvention. The Recipient shall not, directly or indirectly, except in collaboration with or with the express written consent of the Disclosing Party:
  - a. enter into any transaction with the Introduced Party similar to, in competition with, or which otherwise could have the effect of preventing the Disclosing Party from receiving the full benefit of the transactions set forth in the Purpose;
  - b. solicit the Introduced Party to enter into any such transaction; or

- c. induce, solicit, procure, or otherwise encourage its Representatives or any third party or respond to any solicitation from any of the same to enter into any such transaction.
- 8. Term. The rights and obligations of the parties under this Agreement expire five (5) years after the expiration or termination of the Trade Secret License Agreement; provided that with respect to Confidential Information that is a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives.
- 9. Equitable Relief. Recipient acknowledges and agrees that any breach of the confidentiality obligations under this Agreement will cause injury to Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to equitable relief as a remedy for any such breach.
- 10. Governing Law, Jurisdiction, and Venue. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of Maryland, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in Frederick County, Maryland. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- 11. Notices. All notices must be in writing and addressed to the relevant party at its address set out in the preamble (or to such other address such party specifies in accordance with this Section 11). All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective on actual receipt.
- 12. Entire Agreement. This Agreement is the entire agreement of the parties regarding its subject matter and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**[RECIPIENT]**

Potty Training Consultant

 By \_\_\_\_\_

By \_\_\_\_\_

Name:

Name: Allison Jandu

Title:

Title: Owner and Principal

 Date: \_\_\_\_\_

Date: \_\_\_\_\_