

## NON-DISCLOSURE AGREEMENT

The undersigned Vapor Flavor (Steven Mazurek), (“Receiving Party”) understands that he/she will be in receipt of confidential information in the form of logos, designs, trademarks, images, and ideas (“design content”) of a proprietary nature from \_\_\_\_\_, (“Sending Party”).

“Confidential Information” means design, trademarks, information, trade secrets, techniques, methodology, knowledge, processes, formulas, know-how, verbiage, and content from sending party, whether directly or indirectly, whether written or oral, photographic, electronic, magnetic, computer, by inspection of tangible objects or otherwise, treated or designated by sending party as confidential or proprietary or that should reasonably be understood by the receiving party to be, confidential or proprietary. The parties signing this document signs on behalf himself/herself and all other individuals he/she knows.

Non-use and Non-disclosure. The receiving party agrees not to use any Confidential Information obtained from, through or by the sending party for any purpose other than to mix (create e liquid), bottle, label, and package electronic cigarette liquid for the sending party. The receiving party agrees not to disclose any Confidential Information to third parties.

Term. The term of this Agreement shall be indefinite. The receiving part can never commercialize any of the design content or unique recipes (recipes created by sending party and given to receiving party e.g. a specific blend of VG, PG, and flavoring ingredients, or a unique mix of receiving party’s ingredients).

Maintenance of Confidentiality. The receiving party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of sending party. Receiving party shall take at least those measures that it takes to protect its own most highly confidential information, to protect the Confidential Information.

No License. Nothing in this Agreement is intended to grant any rights or license to the receiving party under any intellectual property or other rights of the disclosing party, nor shall this Agreement grant the receiving party any rights in or to the Confidential Information of the disclosing party.

Remedies. Receiving party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to sending party, entitling it to seek injunctive relief in addition to all legal remedies available to it under this Agreement and applicable law.

Miscellaneous. This Agreement shall be governed by the laws of the United States, without reference to conflict of law principles. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all

prior representations and understandings, whether oral or written. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed.

This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of both parties hereto. Each party represents that it has the authority to enter into this Agreement and is doing so without threat, duress, or undue influence.

Ownership: If undersigned party is given permission to bottle, label, and package electronic cigarette liquid, all ownership rights of the design content and unique recipes belong exclusively to sending party.

This Agreement may be executed in counterparts, each of which constitutes an original, and all of which, collectively, constitute one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronic document is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement.

This Agreement is enforceable in the United States.

Dated: \_\_\_\_\_

\_\_\_\_\_

Sending Party



\_\_\_\_\_

Receiving Party