

MUTUAL NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

THIS AGREEMENT is made as of [REDACTED], between Unleashing Effective Products.com LLC dba Mallory Energy Inc. and [REDACTED] (“Signatory”) with their/its address at [REDACTED].

WHEREAS Signatory and/or any one or more of its affiliated or associated companies and Mallory Energy Inc. and/or any one or more of its affiliated or associated companies are considering a business relationship or transaction with each other;

AND WHEREAS in the course of determining whether to enter into such a relationship or transaction, and during such a relationship or transaction if and when entered into, Signatory and Mallory Energy Inc. will disclose to each other, or will otherwise receive or obtain, certain Confidential Information as hereinafter defined;

AND WHEREAS each party wishes to restrict the use of and to protect the confidentiality of such Confidential Information.

NOW THEREFORE, in consideration for being given access to information that is confidential and proprietary, and for the other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree and covenant as follows:

1. Definitions

A. For the purposes of this Agreement, Confidential Information means any data or information of either Signatory, on the one hand, or Mallory Energy Inc. on the other, whether oral, written or otherwise recorded, that is identified by the parties as non-public, confidential or proprietary in nature. Notwithstanding the foregoing the following shall be considered Confidential Information of a party, whether or not specifically identified as such:

(i) **Technical information**: Any scientific, computer or other technical information, technology, research, methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.

(ii) **Marketing and Sales information**: Customer lists, customer account information, pricing data, sources of supply, financial data and marketing, production, or merchandising, sales, marketing, financial and strategies systems, approaches or plans; information relating to any current or proposed products, services, methods, businesses or business plans, marketing, pricing, distribution and other business strategies.

(iii) **Business information**: Design, idea, process, procedure, formula or improvement, or any portion or phase thereof, lists of, or any other information relating to any customers, funders, suppliers, service delivery mechanisms, vendors, dealers, agents or employees and the relationships therewith; and any financial information relating to any of the foregoing.

(iv) **Financial information**: Any financial information disclosed by either party.

- B. Confidential Information shall also include any analyses, compilations, forecasts, studies, or other documents or records which contain, are based on, or otherwise reflect or are generated in whole or in part by either Mallory Energy Inc. or Signatory from such Confidential Information, including that stored on any computer, word processor or other similar device.

2. Disclosure

During the course of the relationship between Signatory and Mallory Energy Inc., each party may disclose to the other, or either party may otherwise receive through its connection with the other, Confidential Information, either directly by verbal, written or electronic communications, or indirectly by permitting employees or associates or agents of the party to observe various operations, processes, strategies or methods conducted or used by the other party. Disclosures made by a party (the "Disclosing Party") will be made upon the basis of the confidential relationship between Signatory and Mallory Energy Inc. and upon each party's agreement that, unless specifically authorized in writing by the other party, the party receiving the Confidential Information (the "Receiving Party") will:

- A. not be used for any other purpose other than the evaluation, or continuation of, a business relationship or transaction between Mallory Energy Inc. and Signatory;
- B. not disclose any portion of any Confidential Information to any person except those employees or representatives, including the Receiving Party's affiliates, subsidiaries, officers, directors, partners, members, managers, shareholders, accountants, attorneys, engineers and such financial institutions, lenders, or investors of the Receiving Party with a need to know or who require such material for the purpose of evaluating the contemplated business relationship or transaction with the Disclosing Party;
- C. not attempt, directly or indirectly, to contact, negotiate or otherwise communicate with any customer, funding source or contact disclosed in the Confidential Information or make use of the Confidential Information for such purposes unless such contact, negotiation or other communication is made either through the Disclosing party or with the express written consent of the Disclosing party;
- D. not disclose or permit any of the Receiving Party's officers, directors, employees or representatives to disclose, to any person, the fact that discussions or negotiations are taking place concerning the possible business relationship or transaction with the Disclosing Party without the prior written consent of the Disclosing Party;
- E. advise each such employee or representative before he or she receives direct or indirect access to such Confidential Information of the obligations of the Receiving Party under this Agreement, and ensure that each such person to whom Confidential Information is thus disclosed is aware of this confidentiality agreement which extends the Receiving Party's obligations hereunder to such person;
- F. take strict precautions, at a minimum those as the Receiving Party affords its own confidential information of a similar nature, to safeguard and protect from direct or indirect disclosure to any other person or entity all Confidential Information disclosed by the Disclosing Party to, or otherwise received by, the Receiving Party; and
- G. upon the request of the Disclosing Party, immediately return to the Disclosing Party, or destroy, all tangible materials concerning Confidential Information, including but not limited to memoranda, notes, reports, agreements, documents, drawings, hardware, disks and tapes, as well as all copies or extracts thereof, whether such

material was made or compiled by the Receiving Party or furnished by the Disclosing Party.

3. Exceptions

The obligations of the Receiving Party set forth in Section 2 hereof shall not apply to Confidential Information:

- A. that has become publicly known through no act of the Receiving Party;
- B. that has been received in good faith by the Receiving Party from a third party to the knowledge of receiving party having legitimate possession of the information disclosed and the right to make such disclosure;
- C. that was in the legitimate possession of the Receiving Party prior to disclosure hereunder;
- D. that has been approved for disclosure by express written approval of the Disclosing Party; or
- E. that was independently developed by the Receiving Party without the benefit of data received from the Disclosing Party, which independent development the Receiving Party shall have the burden of establishing by clear and convincing evidence.

4. Mandatory Disclosure

In the event that the Receiving Party or its respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the Disclosing Party, the Receiving Party shall give prompt advance notice so that the Disclosing Party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the Receiving Party shall disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose, provided that the Receiving Party shall exercise its reasonable efforts to preserve confidentiality of the Confidential Information including, without limitation, by cooperating with the Disclosing Party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.

5. Non-circumvention

The Disclosing Party and the Receiving Party acknowledge and agree that the identity of contacts or contact information is proprietary and constitutes a substantial and valuable business asset and trade secret. Each party agrees that each party shall not contact, solicit, or communicate with any current contact identified or introduced to one another, without the other party's prior written consent.

5-1. No License

This Agreement shall not be construed as granting or conferring to either party any rights by license or otherwise in any Confidential Information of the other party. All right, title and interest in and to all Confidential Information or other property furnished to a Receiving Party, and all modifications or additions thereto by the Receiving Party, shall remain with or otherwise belong to the Disclosing Party. Neither party shall use or copy any Confidential Information of the other party other than expressly in accordance herewith or as may be otherwise approved in advance in writing by such other party.

6. Equitable Remedies

Each party acknowledges that a breach or threatened breach of any of the foregoing provisions could cause the other party irreparable damage and injury that would not be compensable by monetary damages alone and, accordingly, that each party shall, in addition to all other available legal or equitable remedies, be entitled to seek injunctive relief against such breach or threatened breach by the other party, or to specific performance of this Agreement.

7. Survival of Obligations

The obligations of the parties shall survive the termination of the association between them, regardless of the manner of such termination.

8. No Other Agreement

There are no understandings, agreements or representations with respect to the subject matter hereof, express or implied, between Signatory and Mallory Energy Inc. not specified herein.

9. Governing Law

This Agreement shall be construed in accordance with and be governed by the laws of the State of Missouri applicable therein. The parties hereby consent to the jurisdiction of the state and federal or state courts located in the State of Missouri as the appropriate forum for the resolution of any dispute arising hereunder.

10. Duration and Termination

This Agreement shall continue in force and effect for five (5) years after the date hereof.

11. Counterparts and Facsimile

Two or more duplicate originals of this Agreement may be signed by the parties hereto, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be executed in one or more counterparts and each set of counterparts which, collectively, show execution by each party shall constitute one duplicate original. The parties intend and agree that a carbon copy, photocopy or facsimile of this document with their signature thereon and all counterparts when taken together, shall be treated as an original, and shall be deemed to be as binding, valid, genuine, and authentic as an original-signature document for all purposes, including all matters of evidence and the "best evidence" rules.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

By: Mallory Energy Inc.

By:

Signature: _____

Signature: _____

Name: Paul Mallory _____

Name: _____

Title: Chief Executive Officer _____

Title: _____