

**MUTUAL NON-CIRCUMVENTION  
&  
NON-DISCLOSURE AGREEMENT**

**THIS MUTUAL NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT** (herein the "Agreement"), made effective as of the date executed below, will confirm the understanding by and between cDistro, Inc., a Florida corporation, and the recipient (herein the "RECIPIENT") as detailed below. cDistro and the RECIPIENT may be referred to collectively herein as the "Parties" or singularly as a "Party".

**RECITALS**

**WHEREAS**, the RECIPIENT has business opportunities (the "Opportunity" or "Opportunities") which it desires to present to cDistro, and strategic partners / investors (the "Partners / Investors") which may be introduced by cDistro, and any and all other Opportunities relating to or derived from such Opportunity, and intends to assist cDistro with respect to the Opportunity; and

**WHEREAS**, cDistro has strategic Partners / Investors who may be interested in participating in the Opportunities; and

**WHEREAS**, cDistro desires to be presented with the Opportunities and the RECIPIENT desires to present the Opportunities to cDistro and their Partners / Investors; and

**WHEREAS**, the RECIPIENT desires and cDistro agrees that prior to identification of the Opportunities, by the RECIPIENT, and the Partners / Investors, by cDistro, the Parties must agree to the terms of this Agreement.

**NOW, THEREFORE**, for good and adequate consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I  
NON-CIRCUMVENTION**

1. Notwithstanding anything to the contrary in this Agreement, each Party to this Agreement agrees for itself and its affiliates and related parties that it will not engage in any transactions or disclose any Confidential Information that will interfere with, or deprive the Parties pursuant to this Agreement. Also, the Parties shall not in any manner solicit nor accept any business from sources, or their affiliates, that are directly or indirectly introduced by the other Party or Parties who directly introduced the source unless agreed upon in writing by both Parties.

**ARTICLE II  
NON-DISCLOSURE**

1. Confidential Information. In connection with this Agreement, each Party may disclose to the other certain confidential business information which the disclosing Party desires the receiving Party to treat as confidential.

"Confidential Information" means any information disclosed by either Party to the other, either directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation information relating to any business strategies or arrangements, intellectual property, proprietary information, including but not limited to, research, products, services, customer lists and customers, partnerships, business contacts (including, but not limited to names, addresses, telephone or telex numbers, email addresses, etc.), or other business information. Confidential Information may also include information disclosed to a disclosing Party by third parties. Information communicated orally shall be considered Confidential Information if such information is designated as being confidential or proprietary within 90 calendar days after the initial disclosure. Confidential Information shall not, however, include any information which:

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- a. was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party;
- b. becomes publicly known and made generally available in the public domain after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party or the receiving Party's agents or employees;
- c. is already in the possession of the receiving Party at the time of disclosure, without confidentiality restrictions, by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure; or
- d. is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality.

Confidential Information will be identified, in writing, via letters, faxes or email messages.

For purposes of interpreting the foregoing exceptions to the Non-Disclosure and Non-Use obligations set forth in this Agreement, the parties agree that the Confidential Information which constitutes a compilation, assemblage or arrangement of information shall not be deemed to be within such exceptions merely because some or all of the components of the information therein are or become available to the public.

2. Non-Use and Non-Disclosure. Each Party agrees not to use any Confidential Information of the other Party for any purpose except to evaluate and engage in discussions with the other Party concerning the business relationship between the Parties. Each Party agrees not to disclose any Confidential Information of the other Party to third parties or to such party's employees or professional advisors, except as subject to the Maintenance of Confidentiality section of this Agreement below, to those employees and professional advisors of the receiving party who are required to have the information to evaluate or engage in discussions concerning a contemplated business relationship. If either Party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other Party, the Party required to make such disclosure shall give prompt notice to the other Party so that such other Party may seek a protective order or other appropriate relief. If a protective order or other relief is not obtained, the Party required to make such disclosure shall disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose.
3. Maintenance of Confidentiality. Each Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party. Without limiting the foregoing, each Party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees and professional advisors who have access to Confidential Information of the other Party:
  - a. have signed a non-use and nondisclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees or professional advisors, or
  - b. are advised of the confidential nature of the Confidential Information and the terms of this Agreement and are bound by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information. Neither Party shall make any copies of the Confidential Information of the other Party unless the same are previously approved in writing by the other Party. Each Party shall reproduce the other Party's proprietary rights notices on any

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such approved copies, in the same manner in which such notices were set forth in or on the original.

4. No Warranty. All Confidential Information is provided "as is". Each Party makes no warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.
5. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either Party to the other Party, and all copies thereof which are in the possession of the other Party, shall be and remain the property of the disclosing Party and shall be promptly returned to the disclosing Party upon the disclosing Party's written request.
6. No License. Nothing in this Agreement is intended to grant any rights to either Party in or to the Confidential Information of the other Party except as expressly set forth herein.

**ARTICLE III  
MISCELLANEOUS**

1. Dispute Resolution. In the event of any dispute, controversy, or claim related to or arising from the terms of this Agreement, the Parties hereto hereby agree that any such dispute, controversy or claim shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Said arbitration shall be conducted in Palm Beach County, Florida, by a single arbitrator. Such dispute resolution shall be in accordance with the applicable substantive laws of the state of New Jersey. The prevailing Party shall be entitled to all fees and costs arising therefrom, including, but not limited to, attorney's fees and costs.
2. Authority. Each of the Parties hereby represents that it has full right, power and authority to execute this Agreement and to perform the actions contemplated hereby. Upon execution of this Agreement, each of the Parties hereby binds its representatives and heirs and all subsidiaries and firms affiliated with the Parties, as the case may be, under the terms of this Agreement.
3. Severability; Choice of Law; Injunction. If any provision of this Agreement is deemed by a court of competent jurisdiction to be unenforceable or invalid, the enforceability and validity of all other provisions shall not be affected and that court shall modify the unenforceable or invalid provision to the extent necessary to render it enforceable and valid and that provision shall be enforced as modified. The Parties agree that the time period, geographic scope and other terms of the covenants and restrictions in this Agreement are reasonable and appropriate under the circumstances. This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida without regard to its provisions on conflicts of law. Without limiting any other available remedies at law or in equity, the Parties will be entitled to injunctive relief restraining any individual or entity from participating in any breach or threatened breach of this Agreement without having to post a bond or security.
4. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered in person or by registered or certified mail, return receipt requested, postage and fees prepaid, or by overnight courier, receipt signature required, to the Parties as set forth below or at such other place as either Party may, by written notice to the other, direct.

Either of the Parties hereto may at any time and from time to time hereafter change the address to which notice shall be sent hereunder by notice to the other Party given under this Article III, Section 4. The date of the receipt of any notice sent by mail shall be the date of the posting of the mail.

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Any Party hereto may change the address designated for mailing by written notice to the other Party. All such notices shall be deemed to be given when delivered in person or telecopied, or if placed in the mail as aforesaid, then four days thereafter.

5. Integration and Counterparts. This Agreement constitutes the entire agreement between the Parties hereto regarding the Opportunities contemplated hereby. This Agreement may be executed simultaneously in one or more counterparts, including email or electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
6. Amendments. This Agreement may only be amended, supplemented, or otherwise altered with the express written consent of all Parties hereto.
7. Applicability of this Agreement. The Parties both agree that the provisions of this Agreement extend to the employees and officers of their respective companies / businesses. The Parties further agree to provide the requisite internal security of the subject data within their respective organizations.
8. Term. This prohibition shall be enforced from the date of this agreement and for a period of five (5) years from the date of execution of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto, agreeing to be bound, hereby execute this Agreement effective as of the date entered below.

**cDistro, Inc. ("cDistro")**

**THE RECIPIENT**, who has electronically signed via cDistro.com

By: Ronald P. Russo, Jr., Founder

3450 S Ocean Blvd #122  
Palm Beach, FL 33480  
[rr@cdistro.com](mailto:rr@cdistro.com)  
FL Document #P20000037250  
EIN: 85-1072324

*Initial:*

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