

# DENIZEN World LLC.

## CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made this \_\_ day of \_\_\_ / \_\_\_, 20\_\_ , by and among DENIZEN WORLD an LLC organized under the laws of the state of Delaware, USA (Hereinafter known by its name or as “**First Party**”) and \_\_\_\_\_, individually and conjointly with other principals of their business entities they directly control or have interest in through relatives or third parties given powers of attorney, may they be registered inside or outside the territory, discussing for the possible granting of sales representation privileges. Hereinafter they will be collectively known as “**Second Party**”. First Party and Second Party shall, collectively, be known herein as “**the Parties**”.

WHEREAS, the discussed territory is:

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WHEREAS, unless the context clearly indicates another intention:

- reference to one gender includes all other genders,
- reference to the singular includes the plural and vice versa

WHEREAS, the First Party desires to expand its commercial presence in the aforementioned territory and the Second Party has expressed its desire to be hired as an independent sales representative of Denizen Bracelet® and its affiliated products in the aforementioned territory.

WHEREAS, First Party and Second Party desire to explore the opportunity to conduct discussions concerning a potential business arrangement generally described as, but not limited to, the following: independent sales representative to sell and promote on behalf of the First Party the Denizen Bracelet® line in the aforementioned territory.

WHEREAS, First Party and Second Party, in the process of discussing the potential business arrangement, may disclose certain confidential information to each other;

WHEREAS, the Parties acknowledge that their discussions might lead to some form of business relationship in the future and,

WHEREAS, the Parties desire to protect the confidentiality of certain information either one may disclose to the other party through this agreement;

THEREFORE, in consideration of the mutual promises and other valuable consideration exchanged and intending to be legally bound, the Parties hereby agree and contract as follows:

A. **Definitions.** The following definitions shall apply to terms used in this agreement:

1. “Confidentiality information” shall mean any information, including but not limited to, trade secrets, business process, manufacturing processes, business plans, sales strategies, tactics, or methods, inventions, techniques, data of any kind or any sort of consideration whether - economical, - statistical, - commercial, - financial or – technical or under development), drawings, prospects and or customers lists or their information, margins, wholesale pricelists, or other pricing information, financial statements, sales data, proprietary business information of

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any sort, research and development projects or results, tests, and / or any non-public information which concerns the business, operations, ideas or plans of a party to this Agreement conveyed to the other party by any format or means including, but not limited to, written, typed, digital, magnetic or orally transmitted. The term “confidential Information” does not include the following types of information:

- a. Information available to the public through no wrongful act of the receiving party;
  - b. Information which has been published out in the open; or
  - c. Information which has been independently developed by the receiving party and previously notified to the former.
2. “Recipient Party” shall mean a party to this agreement that receives “Confidential Information” from the other party to this agreement.
  3. “Disclosing Party” shall mean a party to this agreement that disclosed “Confidential Information” to another party to this agreement.

**B. Required Confidentiality.** For a period of 5 years after execution of this agreement or termination of the work relation signified by an exchange of communication (whichever comes last), the Recipient Party, individually or collectively shall not disclose, reveal or communicate any “Confidential Information” to any other person or entity nor use said “Confidential Information” for any purpose or reason other than exploration, negotiation and closing of the potential business arrangement between the two signing Parties.

1. Where the Recipient Party is an organization rather than an individual, said recipient organization may disclose “Confidential Information” only to its directors, managers, and employees within its organization that have been advised of the terms of this Agreement and that have a need to know such “Confidential Information” as part of the recipient organization’s evaluation of the possible business relationship with the Disclosing Party.
2. Should the Recipient Party wish to disclose “Confidential Information” to outside persons such as consulting lawyers, accountants or engineers, the Recipient Party must first obtain prior written consent from the Disclosing Party.
3. A Recipient Party shall not make copies of, nor otherwise duplicate, “Confidential Information” covered by this agreement without first obtaining prior written consent from the Disclosing Party.

**C. Return and destruction of Confidential Information.** Upon receipt of written notification from a Disclosing Party to do so, a Recipient Party shall promptly return or destroy all Confidential Information to the Disclosing Party (including any copies of any such “Confidential Information” should the Disclosing Party have authorized the making of copies) and acknowledge such destruction in writing to Denizen World®.

**D. Remedies.** The parties hereby recognize and agree that irreparable damage and harm will result to a Disclosing Party in the event of breach of this Agreement by a Recipient Party and, therefore, a Disclosing Party shall be entitled hereunder to enjoin and restrain a Recipient Party from any continuing violation of this Agreement. This equitable remedy shall be in addition to and not supersede any action for punitive or compensatory

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damages executed on the Disclosing Party for breach of any part of this Agreement. Furthermore, should a Recipient Party breach this Agreement, the Disclosing Party shall be entitled to reimbursement and indemnification from the breaching Recipient Party for the Disclosing Party's reasonable attorney's fees plus other legal costs and reasonable costs or losses of income that were, or estimated to be, incurred during the validity of this agreement, as a proximate result of the Recipient Party's breach.

E. **Notices.** All notices to the parties called for under this Agreement shall be delivered to the contact persons indicated below at stated address. Future change of address for a contact person listed below shall be made by giving written notice to the contact person for the other party. A certified mail return receipt from both respective Postal Services of their countries or territory shall be considered presumptive proof of delivery under this agreement.

1. First Party to Contact Person: Mrs. Valerie Sarandon – Admin. director  
901 Pennsylvania ave, Suite 3-6 Miami Beach, FL 33139, USA

2. Second Party Contact Person \_\_\_\_\_

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F. **Exclusive Jurisdiction for Suit in Case of Breach.** The Parties, by entering into this Agreement, each submit to jurisdiction in the state of Florida for adjudication of any disputes and/or claims between the Parties under this Agreement. Furthermore, the Parties hereby agree that the courts of the territory shall have exclusive jurisdiction over any disputes between the Parties relative to this Agreement, whether said disputes sound in contract, tort, or other areas of the law.

G. **Laws to Control this Agreement.** The Parties hereby agree that the laws of the state of the last known residence of the Second party, shall apply to construction of this Agreement as well as any dispute between them that in any way relates to this Agreement.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signature hereto.

Denizen Co.

By \_\_\_\_\_

Title: \_\_\_\_\_

Dated \_\_\_\_\_ ,202\_

Party 2:

By: \_\_\_\_\_  
*(duly authorized signer)*

Title

(If any) MM / DD , YYYY

Date \_\_\_\_ / \_\_\_\_ ,202\_

Registered in: \_\_\_\_\_  
*(City and country)*

Registrar \_\_\_\_\_

Date & N° of Registration \_\_\_\_\_