

VENDOR CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT (this "**Agreement**") is made as of this 20 <date> day of Mar <month>, 2024 <year> ("Effective Date") by and between MyBrandPromo a Missouri corporation located at 9260 Dielman Industrial Dr. St. Louis, MO. ("**Disclosing Party**") and Desert Fox Golf a Arizona corporations, located at _____ ("**Recipient**" and with the Disclosing Party, the "**Parties**").
40 W Baseline Rd, STE 118, Mesa, AZ 85248

WHEREAS, the Parties wish to explore entering into and/or continuing one or more potential business transactions in collaboration with each other in furtherance of the business of Disclosing Party (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 of the Disclosing Party's business contacts (each, an "**Introduced Party**").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable considerations, 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 any information or material which is proprietary to Disclosing Party, whether or not owned or developed by Disclosing Party, and which may be obtained through any direct or indirect contact with Disclosing Party. Confidential Information includes, without limitation, any and all information disclosed by Disclosing Party to Recipient about the business, financial affairs or records, ownership, management or other proprietary information about Disclosing Party (or any Introduced Party and including the identity of an Introduced Party), and any and all business records and plans, customer names and records (including those of an Introduced Party), trade secrets, technical information, products, inventions, computer programs and listings, source codes, copyrights and other intellectual property, developments, business strategies, financial data and any other proprietary information about the product, services and/or operation and business of Disclosing Party (or any Introduced Party). Confidential Information also includes: (x) the facts that the Parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and (y) any terms, conditions or arrangements discussed. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' (as hereinafter defined) act or omission; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that, to the knowledge of the Recipient, was not legally or contractually restricted from disclosing such information; (c) was in Recipient's or its Representatives' possession, as established by documentary evidence, before Disclosing Party's disclosure hereunder; or (d) 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

Purpose; or (ii) circumventing or attempting to circumvent the Introduced Party(ies) doing business with the Disclosing Party

(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 Effective Date; 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 its 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, including, without limitation, a restraining order and injunction.

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 Missouri 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 United States District Court for the Eastern District of Missouri or state courts located in St. Louis County, Missouri. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding related to this Agreement. The Parties hereby irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding in Missouri. In the event of any dispute under this Agreement, the non-prevailing Party in such dispute shall reimburse the reasonable costs the prevailing party incurred in connection with such dispute, including, without limitation, the prevailing Party's attorney's fees.

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 upon actual receipt or three (3) business days after delivery of the notice to the courier or depositing in the mail.

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.

13. Counterparts and Facsimile Signatures. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together

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

COMPANY NAME

COMPANY NAME

By Scott L. Kovesdy
Name: Scott L. Kovesdy
Title: Owner

By Tena Frank
Name: Tena Frank
Title: Chief operating officer