



SPIRIT SCHOOL TRUST

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (the “Agreement”) is entered into as of the date of course enrollment _____, between _____, **(name)** (“Agent”) with offices at _____ **(address)** and Spirit School TRUST (“Spirit School”) with address at 102 NE 2nd Street, Suite 923, Boca Raton FL 33432 (collectively referred to herein as the “Parties” and individually as a “Party”).

RECITALS

Agent and Spirit School each desire to protect the confidentiality of, maintain their respective rights in, and prevent the unauthorized use and disclosure of such information.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and promises contained herein, and intending to be legally bound, in reliance upon and in consideration of the following undertakings, the Parties agree as follows:

1. Confidential Information. As used in this Agreement, “Confidential Information” means all information of either Party, whether of a technical, business or other nature (including without limitation, trade secrets, know-how and information relating to the **technology, customers, business plans, promotional and marketing activities, finances and other business affairs of such Party**), that is disclosed by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”). Confidential Information also includes all information concerning progress of the Parties’ dealings.

2. Exceptions. Confidential Information shall not include any information that (i) has been or may in the future become publicly available or is now or may in the future be otherwise in the public domain through no fault of the Receiving Party; (ii) was known to the Receiving Party at the time of its receipt from the Disclosing Party, (iii) subsequent to disclosure pursuant to this Agreement, is lawfully received from a third party having rights in the information without restriction of the third party’s right to disseminate the information and without notice of any restriction against its further disclosure; (iv) has been independently developed or obtained by the Receiving Party, without reference to any Confidential Information; (v) is approved for disclosure by prior written permission of an authorized signatory of the Disclosing Party; or (vi) is obligated to be produced by law, under order of a court of competent jurisdiction or other similar requirement of a governmental agency.

3. Use of Confidential Information. The Receiving Party, except as expressly provided in this Agreement, will not disclose the Disclosing Party’s Confidential Information (including student’s name, personal information disclosed in class such as names, email addresses, social media handles) to anyone except in accordance with Section 4 below without the Disclosing Party’s prior written consent. The Receiving Party will not use or permit others to use, Confidential Information for any purpose other than evaluating and implementing a business opportunity (Spirit School educational purposes only) between the Parties. The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own similar confidential information.

4. Restrictions on Use of Confidential Information. The Receiving Party will restrict the possession, knowledge, development, and use of Confidential Information to oneself. (collectively, “Personnel”)

Agent initial here _____
Spirit School Trust initial here _____

who have a need to know Confidential Information in connection with the purposes set forth in Section 3. The Receiving Party (Agent) will have access only to the Confidential Information they need for such purposes. Notwithstanding the Disclosing Party's disclosure of any Confidential Information to the Receiving Party, the Disclosing Party shall retain title thereto and all intellectual property (Spirit School & Spirit School Magic coursework, marketing, & graphic design as well as any likeness thereof) and proprietary rights therein, and the Receiving Party will have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein or by written agreement of the Parties.

5. Ownership of Confidential Information. Each Party warrants to the other that it has the right to disclose all Confidential Information that it will disclose to the other Party pursuant to this Agreement and each Party agrees to indemnify and hold harmless the other from all claims by a third party related to the wrongful disclosure of such third party's information. OTHERWISE, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY CONFIDENTIAL INFORMATION. All Confidential Information shall remain the exclusive property of the Disclosing Party, and the Receiving Party shall have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to Confidential Information or any other information disclosed.

6. Return of Confidential Information. The Receiving Party promptly will return or destroy and verify in writing its destruction of all tangible material embodying Confidential Information upon (i) the earlier of the completion or termination of the dealings between the Disclosing Party and the Receiving Party, or (ii) the Disclosing Party's written request.

7. Independent Development. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that the Receiving Party will not develop, or have developed for it, products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

8. Injunctive Relief. The Receiving Party acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or be an inadequate remedy. The Receiving Party, therefore, agrees that the Disclosing Party will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of this Agreement.

9. Limited Relationship. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party will act as an independent contractor and not as an agent of the other Party for any purpose, and neither will have the authority to bind the other.

10. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and may, be amended or modified only with the mutual written consent of the Parties.

11. Term; Termination. This Agreement is intended to cover Confidential Information disclosed by each Party both prior and subsequent to the date hereof. This Agreement automatically will terminate at the end of two (2) years after the date of completion for Spirit School & Spirit School Magic coursework or termination of engagement to perform services in connection with the Spirit School & Spirit School Magic, whichever is earlier, provided, however, that each Party's obligations with respect to the other Party's Confidential Information will survive completion or termination of the dealings between the Parties for a period of two (2) years after the date of completion.

Agent initial here _____
Spirit School Trust initial here _____

12. No solicitation. Each Party hereby acknowledges the significant business interests of each Party in protecting from disclosure and unauthorized use of its trade secrets and valuable customer and other contact information. Therefore, Spirit School Trust and Agent agree that, during the term of this Agreement and for twenty four (24) months after this Agreement's expiration or earlier termination, neither Party shall solicit nor accept for employment any employees of the other, without first obtaining the other Party's express written consent.

13. Application. For purposes of this Agreement, the term Party with respect to Agent includes any corporation, partnership, joint venture, association, limited liability company, limited liability partnership, or trust directly or indirectly controlling, controlled by or under common control with such Party, or a more than 50% owned subsidiary of such Party.

14. Nonwaiver. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

15. Miscellaneous. This Agreement will be governed by internal laws of the State of Florida without reference to it's of law rules. Any action arising out of or related to this Agreement shall be brought in the courts located in Florida, and each Party consents to the jurisdiction and venue of such courts, agreeing to waive all defenses or objections based on inconvenience of forum. Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express, implied, in fact, or in law. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE OR KIND RESULTING FROM OR ARISING IN CONNECTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties, by their authorized representatives, have executed this Agreement on the date first written above.

Signature _____
Name _____
Title _____
Company _____
Date _____

Signature _____
Name Amy Sikarskie Trustee
Title SPIRIT SCHOOL TRUSTEE
Company SPIRIT SCHOOL TRUST
Date _____

Signature _____
Name Nicole Marie Bowdler Trustee
 Executive Trustee Authorized Rep.
 Secured Party Creditor, U.C.C.1, 17-0033341941
 U.C.C. 1-308,
Title SPIRIT SCHOOL TRUSTEE
Company SPIRIT SCHOOL TRUST
Date _____

Agent initial here _____
 Spirit School Trust initial here _____

NOTICE

Dated: this _____ day of _____ 2019

_____ County, _____ State

**BEFORE ME, the undersigned authority, on this day of _____ 2019,
and personal appearance of _____ to be the person whose
description is found here in and who does autograph and acknowledges to me that he does
execute the same freely and voluntarily for the uses and purposes therein expressed. WITNESS
my hand and official seal the date aforesaid.**

notary public

_____ County)
) ss:
State of _____)
united states of America
original jurisdiction

(seal)

Agent initial here _____
Spirit School Trust initial here _____