**Mutual Confidentiality Agreement**

 This Mutual Confidentiality Agreement (“CDA”) is effective as of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (“Effective Date”), between Strategy LIFT, LLC., a New Jersey corporation with offices at 8200 Boulevard East, Unit 18H, North Bergen, NJ 07047 (“SL”), and [COMPANY], a [corporation] with an address at [COMPANY ADDRESS] (“Company”).

**WHEREAS,** each party hereto has certain proprietary information as described below and desires to evaluate such information of the other party for the Purpose (as defined below);

**NOW, THEREFORE,** the parties agree as follows:

1. Purpose: Each party hereto shall use Confidential Information disclosed to it hereunder solely for the purpose of exploring partnership opportunities, while maintaining the confidentiality of such information (“Purpose”).
2. Definitions: The following capitalized terms have the meanings set forth in this CDA:
	1. “Confidential Information” means all non-public and/or proprietary information owned or possessed by the disclosing party (“Discloser”), whether existing before the Effective Date or created thereafter including, without limitation, intellectual property, knowledge, know-how, or data, and all other data and information in whatever form including, but not limited to, written, oral, visual, photographic, electronic, magnetic, computer or otherwise, that Discloser discloses to the receiving party (“Receiver”), subject to any exceptions set forth herein. Confidential Information also shall include all derived materials including, without limitation, all notes, analyses, compilations, studies, informational materials in all forms, interpretations and other materials produced by Receiver which contain, reflect or are based upon, in whole or in part, such Confidential Information provided either directly or indirectly by Discloser and the content and substance of any discussions or negotiations between the parties related to Discloser’s Confidential Information.
	2. “Trade Secret” means any Confidential Information that: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
3. Disclosure:
	1. Confidential Information protected by this CDA shall include Confidential Information, which is reasonably expected from the circumstances to be treated as confidential or proprietary or is designated by the Discloser as such.
	2. Discloser shall notify Receiver in writing which Confidential Information is a Trade Secret, either at the time of disclosure but in any event such notification must be made during the term of this CDA. Except as may otherwise be provided herein, neither party shall disclose to any third person the Purpose of this CDA or the terms and conditions thereof, including without limitation, the amount or rate of compensation payable thereunder, or the fact that discussions are taking place and that Confidential Information is being shared.
4. Confidentiality:
	1. Receiver agrees to hold all such Confidential Information of Discloser in confidence and, without the prior written approval of Discloser, shall not disclose, distribute or disseminate such Confidential Information in any way or form to anyone except those of its employees, attorneys, consultants, and affiliates who have a reasonable need to know said Confidential Information in order to fulfill the Purpose and who have been: (i) fully informed of Receiver’s obligations with respect to this CDA; and (ii) adequately bound to confidentiality in the handling of said Confidential Information to standards no less stringent than the obligation of this CDA by their employment agreements or otherwise. Receiver shall be liable for any breach of this CDA by its respective employees, attorneys, consultants and affiliates.
	2. Receiver shall use the same standard of care to protect the confidentiality of information received under this CDA as Receiver uses to protect its own confidential information, but in no case shall Receiver use less than a reasonable standard of care for information of a similar nature. In the event Trade Secrets are disclosed hereunder, Receiver warrants and represents that it maintains policies and procedures for the protection thereof consistent with a reasonable standard of care for trade secrets of a similar nature.
	3. Receiver agrees not to copy, reproduce, or reduce to writing any part of said Confidential Information except as is necessary for the Purpose and all such copies, reproductions, or reductions to writing shall be the property of Discloser. Receiver shall not remove any confidentiality legend or marking from Confidential Information. All copies, reproductions, disclosures, summaries and distributions of Confidential Information shall contain and state the same confidential legends, if any, that appear in the original.
	4. Receiver shall notify Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this CDA by Receiver, and shall reasonably cooperate with Discloser to regain possession of the Confidential Information and prevent its further unauthorized use.
	5. Receiver shall have no obligation of confidentiality or non-use with respect to any portion of such Confidential Information that: (i) is or later becomes generally available to the public by use publications or the like, through no fault of Receiver; (ii) is obtained from a third party who had no obligation of confidentiality with respect to such information; (iii) is already known by Receiver predating receipt thereof from Discloser, as evidenced by competent proof; or (iv) is developed by Receiver independently of the Confidential Information provided by Discloser, as evidenced by competent proof. In the event Receiver is asked or subpoenaed by a court of law or governmental agency to provide Confidential Information received hereunder, Receiver shall promptly inform Discloser and shall cooperate with Discloser to obtain any and all protection that may be afforded such Confidential Information, prior to disclosing it, if such disclosure is ultimately required.
5. No License: No right or license under any proprietary rights of Discloser, including without limitation, patent, copy right, trademark, or Trade Secret is granted hereunder to Receiver, by implication or otherwise, or any right to use Confidential Information disclosed to Receiver pursuant to this CDA, except for the limited right to use such Confidential Information for the Purpose. Receiver shall not use or assist anyone else to use any portion or aspect of Confidential Information disclosed to Receiver for any other purpose without Discloser’s prior written consent.
6. Term: This CDA shall begin on the Effective Date and continue for the later of: (a) a period of five (5) years thereafter; or (ii) the term set forth in any agreement between the parties resulting from or relating to Confidential Information; provided, however, Receiver shall treat as confidential and shall not use, disclose or otherwise make available any Trade Secret for as long as such information shall remain a trade secret under applicable law.
7. Return of Information: Upon the expiration or termination of this CDA, Receiver will immediately cease all use of Confidential Information received hereunder. Receiver shall, upon termination or otherwise upon request by Discloser, return all Confidential Information received hereunder, except for one (1) copy that may be kept in its legal archives solely for the purpose of monitoring Receiver’s obligations hereunder, provided such copy is reasonably secured to maintain the confidentiality thereof. Notwithstanding the foregoing, to the extent that Confidential Information includes material that cannot be reasonably copied, including without limitation, prototypes, software and databases, Receiver shall return such material to Discloser and may keep one (1) copy of a written summary of such Confidential Information for the purpose set forth in this Section, provided that Receiver provides Discloser with a copy of such written summary.
8. Injunctive Relief: Each party recognizes that the willingness of the other party to provide access to its Confidential Information is in reliance on the assurance by such party that it will fully comply with the terms of this CDA. If, at any time, either party shall breach or threaten to breach or violate in any manner any of its obligations set forth herein, the non-breaching party shall be entitled to seek equitable relief by way of injunction in addition to, but not in substitution for, any and all other relief to which such party may be entitled at law or in equity.
9. Assignment: This CDA may not be assigned by either party hereto to any third party without the prior written consent of the other party hereto; provided that, each party may assign its rights and obligations hereunder, by written notice to the other party, to a successor or transferee (whether by merger, consolidation, purchase or otherwise) of either all or substantially all of the assets of such party.
10. Use of Names; Publicity: Neither party will use the other party’s name, insignia, symbol, logo or other identifying information in any advertising, press release, promotional materials or otherwise without the prior written consent of such other party, except as required by law.
11. Entire Agreement: The terms and conditions contained herein constitute the entire agreement between the parties with respect to the exchange of Confidential Information, and create no other obligation or relationship between them. No modification of this CDA shall be effective unless made in writing and signed by a duly authorized representative of each party. The respective rights and obligations of the parties hereunder shall survive the termination or expiration of this CDA to the extent necessary for the intended preservation of such rights and obligations.
12. Authority of Parties; Signatures: The parties warrant and represent that they have the right to enter into this CDA. The parties further warrant and represent that the terms of this CDA are not inconsistent with other contractual obligations, express or implied that they may have. Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information that it discloses. This CDA may be signed in separate counterpart originals, and by e-mail or other electronic means, each of which when so executed and delivered shall be an original and together shall together constitute one and the same instrument.
13. Governing Law. This CDA shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey, without respect to its conflict of laws principles.

IN WITNESS WHEREOF, the parties have executed this CDA as of the Effective Date.

**Strategy LIFT, LLC. COMPANY**

By: By:

Name: Jorge Alderete Name:

Title: CEO/Founder Title:

Date: Date: