Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement ("Agreement"), is made as of _____, 20__ (the "Effective Date"), between Producto Holdings, LLC (d/b/a The Producto Group), a Delaware limited liability Company ("Producto") and _____, a _____with an address at: _____ _____ ("Company"). Producto and Company shall be referred to herein individually as a "party" or collectively as the "parties".

The Parties have contacted each other to negotiate the terms of a potential business relationship (hereinafter, the "Purpose"). There is no obligation to enter into a business relationship. The Parties intend to share Confidential Information (as defined below) with the Recipient for the Purpose described above. The Parties understand that neither the Confidential Information as a whole nor the details of it have previously been disclosed or made readily available and that they are therefore of commercial value and protected by appropriate confidentiality measures by the Parties, and that there is a legitimate interest in them remaining confidential. It is expected that each party may disclose proprietary or confidential information (together with such party's parent, subsidiaries and other affiliates, the "Disclosing Party") to the other party (together with such other party's parent, subsidiaries and other affiliates, the "Receiving Party"). In order to facilitate the Purpose and induce the parties to disclose and accept such information, the parties agree as follows. This Agreement applies to all Confidential Information (defined below) disclosed prior to or after the Effective Date.

1. Definition of Confidential Information. "Confidential Information" means any and all information, data, or know-how, whether in tangible or intangible or oral form, relating to the Disclosing Party's business, products, services or research and development, including, but not limited to, ideas, concepts, pricing, cost and other financial information, information and data relating to marketing, sales, operations and performance, projections and plans, policies and procedures, products, services, product designs, specifications, product plans, prototypes, models, samples, inventions, trade secrets, know how, business and marketing plans, hardware, software, systems, source code, algorithms, business methods, practices and strategies, research, services, information regarding employees, customers, prospects, suppliers, contractors, sales agents and markets, customer lists, supplier lists, market data, patent applications, processes, techniques, designs, drawings, sketches, tools, data analytics, statistics, analyses, benchmarks, technical information and engineering information of the Disclosing Party or any of its customers, suppliers or business partners, whether or not such information is designated in writing to be confidential or proprietary. "Confidential Information" includes all documents, books, records, and other materials, in any form or media, which contain, embody, reflect or disclose such Confidential Information and all memoranda, notes, analyses, compilations, studies and other materials prepared by or for the Receiving Party which contain, embody or reflect such Confidential Information. "Confidential Information" does not include information, data or know-how which (a) was in the possession of the Receiving Party prior to receiving it from the Disclosing Party, as demonstrated by tangible evidence; (b) prior to or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any improper inaction or action of the Receiving Party or any of its Representatives; (c) is subsequently disclosed to the Receiving Party by a third party having the legal right to make such disclosure without any obligation of confidentiality to the Disclosing Party; (d) is approved by the Disclosing Party, in writing, for release; or (e) is independently developed by the Receiving Party without use of, access or reference to, or reliance upon Confidential Information from the Disclosing Party, as demonstrated by tangible evidence. Any Confidential Information which may have been disclosed by either party in connection with the Purpose prior to the date of this Agreement shall be treated as Confidential Information under, and be subject to the terms and conditions of, this Agreement. Any and all documents and information furnished pursuant to this Agreement are presumed as being "Confidential Information" unless any of the exceptions (a) through (e) above apply.

If the Receiving Party becomes compelled to disclose any of the Disclosing Party's Confidential Information pursuant to the order or requirements of a court, governmental administrative agency or other governmental body, the Receiving Party, shall, if permitted by law, promptly notify and reasonably assist the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy

and/or waive compliance with the provisions of this Agreement. If a protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party shall furnish only that portion of the Confidential Information which is legally required.

2. Nondisclosure and Nonuse Obligations. The Receiving Party shall hold the Disclosing Party's Confidential Information in strict confidence and use the same degree of care to prevent the unauthorized disclosure, dissemination, and use of Confidential Information as it does to protect its own similar Confidential Information, but no less than a reasonable standard of care. The Receiving Party shall not, without the prior written approval of the Disclosing Party, (a) disclose any Confidential Information to a third party, (b) use Confidential Information in any way for the benefit of itself or any third party, (c) use Confidential Information in any way other than for the Purpose, or (d) except as may be reasonably necessary to evaluate the Purpose, make any copies, notes, sketches, drawings, photographs or other reproductions or summaries of, or modification to, any Confidential Information. The Receiving Party will limit access to Confidential Information to only those employees, contractors and legal and financial advisors who have a need to know the Confidential Information to accomplish the Purpose and who are bound by a written (or with respect to legal and financial advisors, ethical or professional) confidentiality obligation at least as protective as this Agreement (collectively, a party's "Representatives"). The Receiving Party shall inform each of its Representatives who receive any of the Disclosing Party's Confidential Information of its proprietary and confidential information and the obligations of confidentiality, nondisclosure and restricted use under this Agreement, and shall cause each Representative to treat and use such Confidential Information in compliance with this Agreement. The Receiving Party shall be responsible and liable for all acts and omissions of its Representatives and their compliance with and any breach of this Agreement, and any breach of this Agreement by any of the Receiving Party's Representatives shall be a breach of this Agreement by the Receiving Party. The Receiving Party shall not, and shall not assist any third party to, reverse engineer, decompile, or disassemble any Confidential Information. The Receiving Party shall not disclose the existence or terms of this Agreement, the fact that the parties are engaged in discussions or negotiations with respect to the Purpose or any potential transaction or any details regarding the Purpose or any potential transaction or terms. For the avoidance of doubt, nothing herein shall restrict Producto or its Representatives from contacting or otherwise communicating with customers, suppliers, vendors, distributors, exporters, importers, or other business relations of the Company in the ordinary course of business. Notwithstanding the foregoing or anything else in this Agreement to the contrary, the Receiving Party's input of Confidential Information into, and use of Confidential Information in connection with, AI Tools in compliance with Section 3 (Use of Artificial Intelligence Tools) below shall not be deemed a disclosure of Confidential Information to a third party under clause (a) above or an impermissible extension of access to Confidential Information to a Representative under this Section 2.

3. Use of Artificial Intelligence Tools. Notwithstanding anything to the contrary contained herein, the Disclosing Party acknowledges that the Receiving Party utilizes artificial intelligence, automation, and machine learning technologies (collectively, "AI Tools") in the operation of its business, and the Disclosing Party agrees that the Receiving Party may use such AI Tools in connection with its use of the Confidential Information for the Purpose, provided the following conditions are met: (a) the AI Tool is licensed under an enterprise license (e.g., it is not a public tool made available to end users for free or for a nominal fee); and (b) the AI Tool is not authorized to use the Confidential Information to train the AI Tool.

4. Ownership. The Disclosing Party remains the sole and exclusive owner of the Confidential Information and all intellectual property rights therein. In no event shall the Receiving Party be deemed to have any right, license, or interest in or to any of the Confidential Information.

5. Producto's Development Rights. This Agreement shall not be construed to limit Producto's right to design, develop, produce or provide products, services, concepts, systems, designs, techniques or processes independently, and Company hereby acknowledges that Producto may currently or in the future be developing or develop information, or be receiving or receive information from third parties, that is similar to the Company's Confidential Information. Nothing in this Agreement will prohibit Producto from developing or having developed products, services, concepts, systems, designs, techniques or processes contemplated by or embodied in the Confidential Information disclosed by the Company;

provided that Producto does not violate any of its obligations under this Agreement in connection with such development. The Company further acknowledges that Producto's discussions with the Company and Producto's review of any Confidential Information will inevitably serve to give Producto increased knowledge and understanding of the Company's industry and business in a way that cannot be reasonably expected to be forgotten or separated from Producto's overall knowledge. Accordingly, without in any way limiting Producto's obligations under this agreement not to disclose Confidential Information, Producto will not be deemed to be in breach of this letter agreement by reason of remembering, retaining and using in Producto's business Producto's increased knowledge as described in the preceding sentence.

6. Disclaimers. This Agreement does not impose or imply an obligation by either party to enter into any contract or business relationship with the other party. Although the Confidential Information contains information which both parties believe to be relevant for evaluation of the Purpose, all information provided hereunder is provided "AS IS" without representation or warranty, and each party disclaims all warranties, express or implied, and each party acknowledges that neither party makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information disclosed, except as may be otherwise agreed in writing between the parties. The Disclosing Party shall have no liability to the Receiving Party or any other person, relating to or arising from the use of the Confidential Information, or for any errors therein or omissions therefrom, and each party assumes full responsibility for all conclusions such party derives from the Confidential Information, except as may be otherwise agreed in writing between the parties. Nothing in this Agreement shall be construed as obligating a party to provide, or to continue to provide, any information to any person.

7. Cooperation. In the event of any loss or unauthorized disclosure of any Confidential Information, by the Receiving Party or any individual or entity to whom the Receiving Party discloses Confidential Information, the Receiving Party will notify the Disclosing Party immediately and confirm in writing the details of the loss or unauthorized disclosure of the Confidential Information. The Receiving Party will provide reasonable assistance to the Disclosing Party to terminate and contain such unauthorized use or disclosure.

8. Return of Materials. The Receiving Party shall, promptly upon the termination of this Agreement or the Disclosing Party's request: (a) at the Disclosing Party's option, return to the Disclosing Party or destroy and (b) delete from all electronic devices, retrieval systems and databases, all originals and copies of the Disclosing Party's Confidential Information in Receiving Party's and its Representatives' possession or control, including all summaries of Confidential Information prepared by the Receiving Party and all other tangible materials and devices provided to the Receiving Party as Confidential Information. The Receiving Party shall cause an officer of the Receiving Party to certify such return or destruction promptly upon request by the Disclosing Party.

9. Term; Termination; Survival. The term of this Agreement shall commence on the Effective Date and continue unless and until terminated by either party upon written notice to the other party. Upon expiration or termination of this Agreement for any reason, the parties' obligations under Section 2 shall survive and remain in effect for a period of five (5) years; provided that the parties' obligations under Section 2 with respect to any Confidential Information constituting a trade secret shall continue until, and to the extent that, such trade secret enters the public domain through no breach by the Receiving Party of its obligations under this Agreement. The parties' rights and obligations under Sections 3 through 13 shall survive expiration or termination of this Agreement for any reason.

10. Non-Solicitation. During the term of this Agreement and for two (2) years thereafter, Company shall not, without Producto's prior written consent, directly or indirectly solicit or induce any person who is an employee or, to Company's knowledge, a contractor, of Producto's to discontinue his or her relationship with Producto's or to accept employment by, or enter into a business relationship with, Company or any third party.

11. Remedies. The Receiving Party agrees that due to the unique nature of the Confidential Information, there can be no adequate remedy at law for any breach of its obligations, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party, resulting in irreparable harm to the Disclosing Party, and therefore that any such breach or any threatened breach shall entitle the Disclosing Party to an injunction, in addition to any other legal or equitable remedies available to it, without posting a bond or other security.

12. Attorneys' Fees. The prevailing party in any controversy or dispute arising out of, relating to or in connection with this Agreement shall be entitled to recover from the non-prevailing party its reasonable expenses, attorneys' fees, and experts' fees and costs incurred in any action taken to enforce the terms of this Agreement or to remedy or compensate for such a breach.

13. General.

(a) Assignment. Neither party may delegate or assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the undersigned parties, their successors and permitted assigns.

(b) Export Regulations. The Receiving Party shall adhere to the U.S. Export Administration laws, rules and regulations and shall not export or re-export any of the Disclosing Party's Confidential Information, technical data, or products in violation thereof.

(c) Independent Contractors. This Agreement is neither intended to nor will it be construed as creating an employment, joint venture, partnership or other form of business association between the parties.

(d) Governing Law; Jurisdiction. This Agreement shall be governed by and construed according to the laws of the State of New York, without reference to or giving effect to any choice of law or conflicts of laws provision or rule (whether of the State of New York or any other jurisdiction). Any dispute arising out of or relating to this Agreement shall be decided exclusively by courts located in the State of New York, which court shall have the exclusive vendue for and have exclusive jurisdiction over any such dispute, and each party irrevocably waives any right to challenge venue in, and consents to exclusive personal jurisdiction in, such court.

(e) Waiver. A party's failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof by such party.

(f) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and shall not affect any other provision, and the balance of this Agreement shall remain in full force and effect.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

(h) Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and supersedes all previous communications with respect to its subject matter. This Agreement shall not be amended or modified except by a writing signed by duly authorized representatives of the parties. Each party agrees to perform any further acts and to execute and deliver any additional documents which may be reasonably necessary to carry out the provisions of this Agreement.

THE PRODUCTO GROUP **COMPANY:** _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____