**NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement (“NDA” or “Agreement”) is entered into on this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ by and between The DreamMaker Project, LLC, a Colorado limited liability company (the “Disclosing Party”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Recipient”). The Disclosing Party and the Recipient (collectively referred to herein as the “Parties” or individually as “Party”) desire to establish terms governing the disclosure, use and protection of Confidential Information, as herein defined.

 In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purpose of the Disclosure. The Recipient desires to receive Confidential Information for the purpose of discussing and evaluating a possible business relationship with the Disclosing Party (the "Purpose"). In discussing the Purpose, Disclosing Party may disclose to Recipient information that the Disclosing Party considers to be confidential, proprietary or non-public business information and/or trade secrets of the Disclosing Party.

1. Definitions.
2. "Confidential Information" shall mean any and all information concerning the Disclosing Party, its subsidiaries or Affiliates or their respective businesses and owners, in whatever form or medium provided to or obtained by the Recipient (whether orally or in written or other tangible form, including without limitation magnetic media, electronic or other means), including the fact that the Disclosing Party is discussing the possibility of a transaction, and without regard to whether such information is provided directly by the Disclosing Party, its subsidiaries or Affiliates or their respective legal counsel, accountants, employees, owners, officers, managers, or agents.

 Confidential Information shall further include any data or information that is proprietary and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any plans and performance results, including financial statements, pricing data and competitive market analysis, relating in any way to the past, present or future activities of the Disclosing Party, its Affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, business plans, business strategies, internal memos, sources of supply, and customer or supplier lists and histories; (iii) any scientific or technical information, inventions, design, process, procedure, formula, technique, device, improvement, ideas, unpublished patent applications, technology, or method; (iv) any concepts, reports, data, know-how, works in progress, designs, development tools, specifications, flow charts, data basis, information, marketing material, and other intellectual property, including trade secrets; (v) any and all designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, process and other visual depictions, in whole or in part, of any of the foregoing; and (vi) any other information that should reasonably be recognized as confidential. Confidential Information need not be novel, unique, patentable, or copyrightable in order to be designated Confidential Information. The Recipient acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

1. "Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with a Party.

3. Use of Confidential Information. The Recipient agrees to hold the Disclosing Party’s Confidential Information in strict confidence, taking all steps necessary to protect it from unauthorized use or disclosure, but not less than the Recipient uses with respect to its own Confidential Information and in any case, no less than a commercially reasonable degree of care. The Recipient shall only make copies of such Confidential Information or allow copies of such Confidential Information to be made to the extent necessary to evaluate the business relationship between the Parties. The Recipient agrees not to use the Confidential Information in any way other than to evaluate the Purpose.

The Recipient may disclose Confidential Information only to its officers, directors, partners, members, employees, agents, attorneys, accountants, advisors and Affiliates (collectively referred to as "Representatives") who have a need to know such information for the exclusive purpose of, and only to the limited extent necessary, evaluating the Purpose, all of whom shall be informed by the Recipient of this Agreement and shall be bound by the terms hereof. However, under no circumstances shall the Recipient disclose Confidential Information to its Affiliates without first obtaining Disclosing Party’s prior written consent. The Recipient shall be responsible for any and all breach or violation of this Agreement by it or any of its Representatives. The Recipient and its Representatives may not use the Confidential Information, or any information that is developed based upon the Confidential Information, directly or indirectly for any purpose other than the stated Purpose, or for any purpose which could be deemed to be adverse or competitive with the Disclosing Party, its Affiliates or their businesses.

4. Confidentiality of This Agreement. The Recipient agrees that except upon mutual written agreement of the Parties, or as may be required by law, it and its Representatives will not in any way or in any form disclose the existence or terms of this Agreement, the fact that Confidential Information has been made available to the Recipient and its Representatives, the discussions that gave rise to this Agreement or the fact that there have been, or will be, discussions or negotiations covered by this Agreement. Under no circumstances will the Recipient or its Representatives, disclose, discuss or otherwise communicate any aspect of the Purpose or a potential transaction to any other party, including, but not limited to, any employee, officer, director, customer, vendor or supplier of the Disclosing Party. The Recipient shall not issue or approve a news release or any other announcement internally within its organizations, or otherwise, concerning this Agreement or the Purpose without the prior written consent of the Disclosing Party and approval as to the contents of such announcement.

5. Exclusions from Confidential Information. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information described as follows:

a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by the Recipient or any of its Representatives;

(b) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by a contractual obligation to the Disclosing Party;

(c) was known by or in the possession of the Recipient or its Representatives, as established by documentary evidence, before being disclosed by or on behalf of the Disclosing Party under this Agreement; or

(d) was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

6. Required Disclosure. In the event the Recipient is required by law, regulation or a court order to disclose any of the Disclosing Party's Confidential Information, the Recipient will promptly notify the Disclosing Party in writing prior to making any such disclosure in order to assist the Disclosing Party in seeking a protective order or other appropriate remedy from the proper authority. The Recipient agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Recipient further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of Confidential Information, the Recipient will furnish only that portion of the Confidential Information which it is legally required to disclose and will exercise all reasonable efforts to obtain reliable assurances that the confidential treatment will be afforded the disclosed Confidential Information.

7. Ownership and Destruction of Confidential Information. All Confidential Information disclosed under this Agreement shall be and remain the property of the Disclosing Party. Except for the right to use Confidential Information solely for the Purpose, no rights (ownership, license or otherwise) to the Confidential Information or any associated intellectual property, including without limitation titles, patent rights, copyrights, trademark rights, trade secret rights or any other intellectual property rights are granted, express or implied, by Disclosing Party's disclosure of Confidential Information hereunder. All Confidential Information including all copies thereof in tangible form (including, but without limitation, information in computer software, firmware, or other electronic storage media) shall be returned or destroyed promptly upon written request or the termination or expiration of this Agreement, and shall not thereafter be retained in any form by the Recipient or its Representatives. Furthermore, all memoranda, reports, documents or other communications and all copies thereof in tangible form (including without limitation, information in computer software, firmware, or electronic storage media) prepared by the Recipient or its Representatives containing or making use of any Confidential Information shall be destroyed promptly upon written request or the termination or expiration of this Agreement or turned over to the Disclosing Party, at its request. The Recipient shall be solely responsible for retrieving or destroying, as applicable, all information from any person or entity to which Confidential Information has been disclosed by the Recipient. Where applicable, and upon the Disclosing Party’s request, the Recipient shall provide a written certification, in a form reasonably satisfactory to the Disclosing Party, of the destruction or return of all applicable materials.

8. No Other Contractual Commitment. The Parties hereby acknowledge and agree that no obligation or contractual commitment of any kind, other than that set herein, shall be deemed to exist between the Parties and no Party shall be under any legal obligation of any kind whatsoever to enter into any transaction or definitive agreement by virtue of this Agreement. No agency or partnership relationship is created between the Parties by this Agreement.

9. Disclaimer. The Disclosing Party makes no representations or warranties, express or implied, as to the quality, accuracy or completeness of the Confidential Information. The Disclosing Party and its employees, officers, directors, agents and Affiliates shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Recipient or its Representatives. The Recipient will rely solely upon its own due diligence in evaluating the Purpose of this Agreement.

10. Equitable Relief. The Parties acknowledge that the Confidential Information is unique and valuable, and that disclosure in breach or violation of this Agreement would cause irreparable harm to the Disclosing Party for which monetary damages alone may not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or violation or threatened breach or violation of confidentiality, the Disclosing Party is entitled to specific performance and the right to obtain an immediate injunctive relief, in addition to other equitable relief as a remedy for any such breach, threatened breach or anticipated breach without the necessity of posting a bond or proving actual damages. Any such relief shall be in addition to and not in lieu of any other rights and remedies available to the Disclosing Party at law or in equity.

11. Miscellaneous**.**

1. No Party shall assign any of its rights or obligations hereunder without the prior written consent of the other Party. All obligations contained in this Agreement extend to and remain binding upon the Parties to this Agreement and their respective successors, assigns and designees.
2. The Disclosing Party and the Recipient intend, and expressly agree, that the Disclosing Party's subsidiaries and Affiliates, respectively, are third-party beneficiaries of this Agreement. The Recipient agrees that the Disclosing Party's subsidiaries and Affiliates shall be entitled to assert directly against the Recipient all of the obligations of the Recipient with respect to the Confidential Information as if it were a Party to this Agreement.
3. In the event any legal suit, action, proceeding or dispute arises in connection with this Agreement, whether litigation ensues or not, the non-prevailing Party agrees to pay, in addition to all other damages to which the prevailing Party may be entitled, the prevailing Party’s actual attorneys' fees and expenses, court costs, expert witness fees and all other reasonable expenses associated with the dispute or litigation.
4. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
5. This Agreement is the complete Agreement of the Parties concerning the subject matter hereof, and supersedes any prior such Agreements with respect to further disclosures concerning such subject matter, and may not be amended or in any manner modified except by a written instrument signed by authorized Representatives of the Parties.
6. This Agreement shall be deemed to have been executed and delivered within the State of Colorado and the rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by the laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule. Both Parties hereby irrevocably consent to the personal jurisdiction of the courts in the State of Colorado (and the appropriate appellate courts therefrom) in the event of litigation concerning this Agreement. Venue shall lie in the City and county of Denver, State of Colorado. Both Parties agree that this choice of law, form, selection and consent to personal jurisdiction is fair and reasonable and hereby waive any objection based on personal jurisdiction or the improper laying of venue.
7. If any term or provision of this Agreement is invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. If the Parties cannot reach an agreement as to how the invalid, illegal or unenforceable term or provision is to be modified, they agree to abide by the modified terms provided by the court which most closely manifest the written intent of the Parties.
8. Each Party has read and understands this Agreement and its significance and consents to be bound by its terms and conditions. This Agreement has been negotiated at arm's length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including but not limited to, statutes, legal decisions or common laws principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the Party that had drafted it is of no application and is hereby expressly waived.
9. All notices and communications required to be given or may be given to the Parties pursuant to the terms of this Agreement shall be sufficient in all respects if given in writing and delivered personally, by email, or certified mail, to the Recipient at the address set forth in this Agreement or at their principal place of business, and, in any event, with a copy to The DreamMaker Project, LLC, Attn: [\_\_\_\_\_\_address\_\_\_\_\_\_\_\_\_]. Notice shall be deemed given on the date of delivery, in the case of personal delivery and email, or on the delivery or refusal date, as specified on the return receipt, in the case of certified mail.
10. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Agreement and any notices delivered pursuant hereto may be signed and delivered in person, by mail or email, each of which shall be deemed to be an original and each of which shall have the same legal effect as delivery of an original signed copy of this Agreement or such notice.

k) This Agreement may be terminated by either Party at any time by providing written notice to the other Party. Recipient will use the Confidential Information only during this term of this Agreement and solely for the Purpose. All duties and obligations of the Parties stated herein shall survive such termination. The duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be effective as of

the date and year first above set forth.

**By the Disclosing Party:** **By the Recipient:**

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**The DreamMaker Project, LLC**

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