

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is made on this _____ day of _____, 202____, by and between the KINDLE HILL FOUNDATION, INC. ("Disclosing Party"), and _____, having a place of business at _____ ("Receiving Party").

WHEREAS, in order to facilitate an inquiry and/or potential business transaction between the parties to this Agreement (the "Permitted Purpose"), it may be necessary or convenient for the Disclosing Party to disclose certain confidential and/or proprietary information to the Receiving Party or the principals, partners, shareholders, directors, officers, employees, representatives, professional advisors or agents of the Receiving Party (collectively the "Representatives"); and

WHEREAS, the parties desire that any and all disclosures of such confidential and/or proprietary information of the Disclosing Party be kept strictly confidential and used solely for the Permitted Purpose.

NOW, THEREFORE, in consideration of the premises and mutual obligations contained herein, and intending to be legally bound, the parties hereby agree as follows:

1. Confidential Information Defined. As used herein "Confidential Information" shall mean any and all information, know-how, trade secrets, technical and non-technical data, plans, strategies, diagrams, designs, formulas, processes, material compositions, specifications, techniques, inventions, discoveries, financial information, marketing information and any and all other non-public information that is disclosed, whether intentionally or unintentionally, by the Disclosing Party to the Receiving Party. Confidential Information includes disclosures made, whether directly or indirectly, in any form, including, but not limited to, oral, written, or electronic form.

2. Exclusions. "Confidential Information" shall not include any information which: (i) was already in the possession of the Receiving Party at the time it was first disclosed by the Disclosing Party; (ii) was in the public domain at the time it was disclosed to the Receiving Party; (iii) enters the public domain through sources independent of the Receiving Party and through no fault of the Receiving Party; (iv) is made available by the Disclosing Party to a third party on an unrestricted, non-confidential basis; (v) was lawfully obtained by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (vi) was at any time developed by the Receiving Party independently of any disclosure by the Disclosing Party; or (v) is required to be disclosed under applicable law or by a governmental order, decree, regulation or rule; provided that the Receiving Party shall give written notice to the Disclosing Party prior to such disclosure, affording the Disclosing Party an opportunity to intervene and object, as may be appropriate and permissible.

3. Non-Disclosure and Non-Use. The Receiving Party agrees that it shall maintain the Confidential Information of the Disclosing Party in strict confidence and shall not disclose such Confidential Information, either directly or indirectly, in whole or in part, to any third party other than its Representatives who need to know such Confidential Information for the Permitted Purpose. For the purpose of complying with the obligations herein, the Receiving Party agrees that it shall use such measures and care to protect Confidential Information as it accords its own confidential information, but in no event less than commercially reasonable measures and care. The Receiving Party further agrees that Confidential Information shall be used solely for the Permitted Purpose and, except for such limited Permitted Purpose, shall not be used for its own benefit or the benefit of any third party. In addition to its obligation of nondisclosure hereunder, the Receiving Party agrees that it will not, directly or indirectly, attempt to use, copy, appropriate or otherwise take for its or another party's benefit the Confidential Information. Notwithstanding the foregoing, the Receiving Party may disclose the Confidential Information of the Disclosing Party only to its Representatives who have a need to know such Confidential Information in connection with the Permitted Purpose, provided that each Representative is bound by confidentiality and non-use obligations at least as restrictive as this Agreement and that the Receiving Party shall be liable for the acts of its Representatives and any and all other persons to whom it discloses Confidential Information.

4. Injunctive Relief. The Receiving Party acknowledges and agrees that the breach of any of the terms of this Agreement may result in irreparable injury and damage to the Disclosing Party that will not be adequately compensable in money damages and for which the Disclosing Party will have no adequate remedy at law. The Receiving Party therefore consents and agrees that the Disclosing Party may obtain injunctions, orders, or decrees as may be necessary to protect the Disclosing Party's Confidential Information.

5. No Representations or Further Obligations. This Agreement does not constitute a commitment or an obligation on the part of either party to enter into any other binding contractual agreement or provide any information to the other party.

6. Return of Confidential Information. Upon the request of the Disclosing Party, or upon termination of the discussions contemplated by the parties herein, the Receiving Party shall immediately return or destroy all tangible expressions of Confidential Information received from the Disclosing Party or otherwise in the Receiving Party's possession, including without limitation, for example, all samples, documents, notes, disks or other storage media upon which Confidential Information is embodied in whole or in part. Notwithstanding the above, the rights and obligations of the parties under this Agreement shall survive the termination of the discussions contemplated by the parties herein and/or any agreements resulting therefrom.

7. Ownership of Confidential Information. The parties acknowledge that all Confidential Information shall remain the property of the Disclosing Party and that nothing in this Agreement shall be construed as granting any rights under any patents, patent applications, trademarks, copyrights, trade secrets, know-how, or other intellectual property rights, now or in the future.

8. Severability. If any term, covenant, or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intention that such term, covenant, or restriction be reformed to the extent permissible by law and the remainder of the terms, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

9. No Assignment by Receiving Party. This Agreement is personal to the Receiving Party, and shall not be assignable by the Receiving Party, voluntarily or by operation of law or otherwise, without the prior written consent of the Disclosing Party, and any such unauthorized assignment shall be null and void. The terms, covenants and restrictions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by any and all permitted successors and assigns of the parties.

10. Governing Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws principles. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, the Federal and State courts of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first written above.

KINDLE HILL FOUNDATION, INC.

By: _____
Saly A. Glassman, President

_____, BY
[If an entity, insert entity name above]

Signature: _____

Name/Title (print): _____

Date: _____