



WEBPRO INTERNATIONAL INC. MUTUAL NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this “Agreement”), dated as of Friday, January 17, 2025, is made by and between First Name, Last, or Company, (“ASSIGNEE”), having an address of _____, and First Name, Last, or Company, (the “ASSIGNOR”), having an address of _____, (each being a “party” or collectively “parties”). Each ASSIGNEE and ASSIGNOR are duly organized and licensed to do business in their respective jurisdictions.

Disclosure –

Both parties intend to engage in discussions concerning Internet domain names “LifeChanges.com, LifeCapsule.com, and CompleteChanges.com” (the “Registered Property”) (the “Purpose”). In connection with this Purpose, either party may disclose confidential and proprietary information not generally available to the public. To protect such information, both parties agree to the following terms regarding its confidentiality.

Confidential Information –

“Confidential Information” includes all nonpublic information disclosed by one party or its agents (the “ASSIGNOR”) to the other party or its agents (the “ASSIGNEE”) that is designated as confidential or that reasonably would be understood to be confidential under the circumstances. Examples include (i) information related to the ASSIGNOR's technology, customers, business plans, marketing, finances, and other business affairs, and (ii) third-party information that the ASSIGNOR must keep confidential.

Exclusions –

Confidential Information does not include information that:

- (i) becomes publicly available without breach of this Agreement;
- (ii) was known to the ASSIGNEE prior to receipt from the ASSIGNOR without obligation of confidentiality;
- (iii) is obtained lawfully from a third party not under obligation of confidentiality; or
- (iv) is independently developed by the ASSIGNEE without reference to the ASSIGNOR's Confidential Information.

Use of Confidential Information –

Both parties may use Confidential Information only in connection with the Purpose. Neither party may disclose the Confidential Information to third parties without prior written consent from the other. Each

party must protect Confidential Information with at least the same level of care used to protect its own confidential information.

Personnel Access –

Access to Confidential Information is limited to the ASSIGNEE's and ASSIGNOR's employees, contractors, advisors, and agents (collectively, "Personnel") who need to know it for the Purpose. Such Personnel must agree to treat the information as confidential in accordance with this Agreement. Each party is responsible for breaches by its Personnel.

No Announcements –

Neither party nor its Personnel may disclose the existence, content, or status of discussions or negotiations related to the Purpose without the other party's prior written consent.

Disclosures to Governmental Entities –

If compelled by law, either party may disclose Confidential Information to governmental entities, provided that:

- (i) the party gives reasonable notice to the other (if allowed by law);
- (ii) only the minimum required information is disclosed; and
- (iii) efforts are made to secure confidential treatment for the disclosed information.

Ownership of Confidential Information –

Confidential Information remains the exclusive property of the ASSIGNOR. Disclosure under this Agreement does not grant the ASSIGNEE any rights to the ASSIGNOR's intellectual property.

Notice of Unauthorized Use –

The ASSIGNEE must promptly notify the ASSIGNOR of unauthorized use or disclosure of Confidential Information and cooperate to recover such information and prevent further breaches.

Return of Confidential Information –

Upon the ASSIGNOR's request, the ASSIGNEE must return or destroy all materials containing Confidential Information and certify compliance in writing.

Injunctive Relief –

Both parties acknowledge that misuse of Confidential Information may cause irreparable harm to each other, warranting injunctive relief in addition to other remedies.

Termination –

This Agreement terminates upon the conclusion of discussions related to the Purpose. However, confidentiality obligations remain in effect indefinitely with respect to disclosed Confidential Information.

No Obligation –

This Agreement does not obligate either party to proceed with any transaction. Both parties retain the right to terminate discussions without liability.

Miscellaneous –

- (i) This Agreement does not establish a joint venture, partnership, or agency relationship.
- (ii) Failure to enforce any provision does not constitute a waiver of rights.
- (iii) This Agreement is governed by the laws of the State of Georgia and North Carolina. Any disputes must be resolved exclusively in Savannah, Georgia.

The parties have executed this Agreement as of the date first written above.

Name: Name / Title:
Company: WEBPRO International Inc.
Date: January 17, 2025
By: _____

Name: Name / Title:
Company:.
Date: January 17, 2025
By: _____