

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“*Agreement*”) is made effective the \_\_\_\_ day of \_\_\_\_\_, 2019 (“*Effective Date*”) in connection with discussions between YP iLash Lab, LLC (“*Disclosing Party*”) dba iLash and Nail Lab, and \_\_\_\_\_ (“*Recipient*”), regarding a potential business transaction between the parties (the “*Potential Transaction*”). For and in consideration of the disclosures to be made hereunder and the promises and covenants expressed herein, the parties agree as follows:

- 1. DEFINITIONS.** The term “*Confidential Information*” means information of or provided by or on behalf of Disclosing Party that is of value to its owner and is treated as confidential, including without limitation, certain information concerning Disclosing Party’s business, financial condition, operations, assets and liabilities. The term “*Confidential Information*” also shall be deemed to include the portion of all notes, analyses, compilations, studies, interpretations or other documents prepared by Recipient or Recipient’s Representatives that contain Confidential Information. “*Representative(s)*” means a party’s directors, trustees, officers, employees, agents, consultants, affiliates, advisors or other representatives.
- 2. LIMITED USE.** Disclosing Party, or a third party on Disclosing Party’s behalf, may disclose to Recipient certain Confidential Information. Recipient shall use the Confidential Information solely for the Potential Transaction and for no other purposes. All Confidential Information of Disclosing Party shall be, and remain, the exclusive property of Disclosing Party, unless otherwise agreed to in writing by both parties. Recipient acknowledges and agrees that the disclosure of the Confidential Information to Recipient does not otherwise confer Recipient any license, interest or rights of any kind in or to the Confidential Information not set forth in this Agreement. All Confidential Information disclosed hereunder is provided by Discloser on an “as is” basis without representation or warranty of any kind.
- 3. NON-DISCLOSURE.** Except as otherwise expressly set forth in this Agreement, Recipient shall hold in confidence and not disclose (including without limitation distribute, transmit or transfer) or use the Confidential Information or any portion thereof without the prior written consent of Disclosing Party. Recipient shall only disclose the Confidential Information to its Representatives to the extent such persons have a need to know such information for the purposes described in this Agreement, and provided each such Representative shall be obligated in writing to comply with the terms and conditions of this Agreement. Recipient shall be responsible for any breach of this Agreement by its Representatives.
- 4. STANDARD OF CARE.** Recipient shall protect the Confidential Information using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the Confidential Information as Recipient uses to protect its own confidential information of a like nature, provided that the foregoing does not limit Recipient's obligations under Section 3. Recipient shall notify Disclosing Party in writing immediately upon discovery of unauthorized use or disclosure of Confidential Information or any breach of this Agreement and shall reasonably cooperate with Disclosing Party to regain possession of such Confidential Information and prevent the Confidential Information’s further unauthorized use and disclosure.
- 5. LIMITATION & EXCEPTIONS.** Information shall not constitute Confidential Information if:  
(a) Recipient has received the prior written approval of an authorized representative of Disclosing Party, in each instance, to use or disclose the information in a manner not already expressly authorized by the terms of this Agreement; (b) the information communicated was already known to Recipient, without obligation to keep it confidential, at the time of its receipt directly or indirectly from Disclosing Party; (c) the information communicated was received by Recipient in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; (d) the information is independently developed by Recipient without access or reference to the Confidential Information; (e) the information

communicated was publicly known at the time of its receipt by Recipient or has become publicly known other than by a breach of this Agreement or other action by Recipient; or (f) the information is disclosed by Recipient pursuant to a requirement of a governmental agency or by operation of law; provided however, that, with respect to clause (f), Recipient shall first notify Disclosing Party prior to disclosure, if allowed by law, in order to give Disclosing Party a reasonable opportunity to seek an appropriate protective order and/or waive compliance with the terms of this Agreement and shall disclose only that part of the Confidential Information which Recipient is required to disclose.

**6. RETURN/DESTRUCTION OF INFORMATION.** Following termination of discussions regarding a Potential Transaction, upon the request (which request shall be made within a reasonable time after such termination of discussions) of Disclosing Party for any reason, Recipient will, at Recipient's option, either deliver to Disclosing Party or destroy (which destruction shall be certified in writing by an officer of Recipient) all Confidential Information furnished to Recipient or its Representatives by or on behalf of Disclosing Party pursuant hereto and the portion of all other Confidential Information prepared by Recipient or its Representatives which contains Confidential Information furnished to Recipient or its Representatives by or on behalf of Disclosing Party; provided, however, that Recipient and its Representatives (i) may each retain one copy of Disclosing Party's Confidential Information for recordkeeping purposes and for the purposes of defending its rights and obligations hereunder and (ii) will not be required to return or destroy any computer or other electronic hardware or systems, to render any electronic data irrecoverable or to disable or otherwise modify any existing electronic data backup procedures. Notwithstanding the return or destruction of the Confidential Information, Recipient and its Representatives will continue to be bound by the obligations of confidentiality and other obligations hereunder.

**7. PERIOD OF OBLIGATIONS.** Notwithstanding the termination or expiration of this Agreement, the obligations of confidentiality under this Agreement with respect to Confidential Information will survive for a period of five (5) years following the receipt of such Confidential Information.

**8. DEFINITIVE AGREEMENT.** This Agreement imposes no obligation on either party to enter into a definitive agreement or other business relationship. No contract or agreement providing for any transaction involving Disclosing Party shall be deemed to exist between Recipient and Disclosing Party unless and until a final definitive agreement has been executed and delivered. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

**9. EQUITABLE RELIEF.** Recipient acknowledges and agrees that any breach of the covenants contained in this Agreement will cause Disclosing Party immediate and irreparable harm and that remedies at law for any such breach are inadequate. Accordingly, in addition to all other remedies, Disclosing Party shall be entitled to obtain injunctive relief and/or specific performance for any breach or threatened breach of this Agreement by Recipient. The parties agree and stipulate that either party shall be entitled to such injunctive relief without posting a bond or other security; provided however that if the posting of a bond or other security is a prerequisite to obtaining injunctive relief, then a bond or other security in the amount of \$5,000 shall be sufficient. Nothing contained herein shall be construed as limiting Disclosing Party's right to any other remedies at law, including without limitation the recovery of damages for breach of this Agreement.

**10. GENERAL.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORIGIA, WITHOUT GIVING EFFECT TO ITS LAWS GOVERNING CONFLICTS OF LAW. In the event of any dispute arising out of or relating to this Agreement, any suit, action or other proceeding brought by either party shall be brought in, and the parties hereby irrevocably agree to submit to the jurisdiction of, the state and

federal courts of the State of Georgia. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and legal representatives. No failure of any party to exercise or enforce any of its rights under this Agreement will act as a waiver of such or any other rights. This Agreement may only be modified, or any rights under it waived, by a written document executed by authorized representatives of both parties. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remaining of that provision and all remaining provisions of this Agreement will continue in full force and effect. Headings of particular Sections are inserted only for convenience and are not to be used to define, limit or construe the scope of any term or provision of this Agreement. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another party. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all other written or oral agreements heretofore made by or on behalf of Disclosing Party or Recipient with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. Facsimile signatures shall be deemed original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective on the Effective Date.

**DISCLOSING PARTY:**

**YP iLash Lab, LLC**  
a Georgia limited liability company

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RECIPIENT:**

\_\_\_\_\_  
Name of Individual or Company (Entity)

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_