

NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (this "Agreement") is entered into as of the ____ day of _____ 2019,
by and between

Person/Business name: _____
(the "Customer")

and **Environmental Sculptures**, PO Box 3882 North Myrtle Beach, SC. 29582 (Owner: Jim Swaim)
(the "Company")

1. **Purpose:** Customer wishes to enter into discussions regarding a possible transaction or series of transactions with Company relating to Company's products & services (the "Transaction") and in connection with such discussions may disclose to company certain confidential and proprietary information.
2. **Confidential Information:** "Confidential Information" means any data or information that is proprietary to the Customer and not generally known to the public, whether in tangible or intangible form, including but not limited to technical, business or product information and any intellectual property related thereto. Confidential Information shall not include any information that: (a) is or becomes publicly available through no action or inaction of the Company; (b) was known by the Company prior to receiving the information from the Customer; (c) is disclosed to the Company by a third party not known by the Company to be under an obligation to the Customer to maintain confidentiality; or (d) is independently developed by the Company.
3. **Disclosure Required by Law:** Company may disclose Confidentiality Information received from the Customer to the extent required by law; provided, however, Company to the extent possible without violating the legal requirements of disclosure, shall provide the Customer with prompt written notice of such requirement and shall cooperate with any reasonable requests of the Customer in connection with efforts to contest, protect against or limit any such disclosure.
4. **Non-use and Non-disclosure:** Company will not use any Confidential Information for any purpose mother than in connection with evaluating the Transaction. Except for the limited right to use the Confidential Information as described herein, no other right or license, whether express or implied, in the Confidential Information is granted to Company hereunder. Title to the Confidential Information disclosed hereunder will remain solely in the Customer. The Company will ensure that the employees, officers, directors, U.S. subsidiaries and their employees, contractors, subcontractors, service providers, agents, representatives or professional advisors (collectively "Representatives") who have access to confidential Information abide by the non-use and non-disclosure provisions of the Agreement and have agreed in writing with Company to maintain the confidentiality of such information. Company shall be responsible for any breach of this Agreement by any of their Representatives.
5. **Maintenance of Confidentiality:** Company will treat the Confidential Information with the same degree of care and safeguard it takes with its own confidential information, but in no event less than a reasonable degree of care. Company will notify Customer upon discovery of any unauthorized use or disclosure of the Confidential Information.

6. **Destruction of Confidential Information:** Upon the Customer's written request, the Company will destroy all documents containing or representing Confidential Information and all copies thereof, and erase any such Confidential Information from the Company's computer system except for electronic information system back-up media kept by Company in the ordinary course of business; provided however that Company's obligation of confidentiality set forth herein shall continue to apply to any back-up media so retained following termination or expiration of this Agreement. If requested by Customer in writing, Company will provide written confirmation of such destruction and erasure to Customer.

7. **Injunctive Relief:** Company acknowledges that the unauthorized dissemination of Confidential Information may cause irreparable injury to Customer, therefore, Company agrees that Customer is entitled to seek Injunctive relief to prevent the dissemination of Confidential Information in violation of the terms hereof, in addition to all other legal remedies that may be available to it.

8. **Export:** If the Customer supplies export controlled Confidential Information to Company, the Customer will identify it as such, and the Customer and Company will be responsible for complying with all U.S. export laws and regulations. These include the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR) that apply to the export, re-export, or disclosure of such controlled Confidential Information.

9. **Term and Termination:** This Agreement is entered into as of the date set forth above and will not expire unless otherwise terminated by Customer upon written notice to Company: provided however, that with respect to any Confidential Information which constitutes a trade secret, Company's obligations with respect to such trade secrets shall remain binding for such a period of time as such information constitutes a trade secret under applicable law.

10. **Additional Provisions:** This agreement will be governed by the state of South Carolina without reference to conflicts of law principles. As between the parties, this Agreement contains the entire understanding with respect to the subject matter hereof and may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Any failure to enforce any provisions of this Agreement does not constitute a waiver thereof or of any other provision hereof. This Agreement binds and insures to the benefit of the parties hereto and their respective successors and assigns. Each party represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by it.

By e-signing this Agreement you are acknowledging that Environmental Sculptures holds all copyright to the sketches, invention and construction of displayed material in its name. Environmental Sculptures is not responsible for repairs after installation is complete. All clients are responsible for proper maintenance.

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

Environmental Sculptures
 Name: Jim Swaim
 Title: Owner/Creator
 Address: PO Box 3882
 North Myrtle Beach, SC 29582
 Tel: 843-283-3707

Customer: _____
 Name: _____
 Title: _____
 Address: _____

 Tel: _____

Signature: Jim Swaim _____

Siganture: _____