



NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (Agreement) is entered into this _____ day of _____, by and between Bravo Port Retail Management Group, Inc., (Agency) and _____, (Current or Future Client) for the purpose of preventing the unauthorized disclosure of Confidential Information (as defined below) of Agency or Client which may be disclosed to Agency or Client for the purpose of pursuing the establishment of a business relationship or negotiating any contract or agreement between the Agency and the Client.

For purposes of this Agreement, Confidential information shall mean: product formulas, product strategy, marketing strategies, brand growth or distribution strategy for the brand. Additionally, confidential information includes Bravo Port's business strategy, compensation requirements and retailer data provided to Client.

In consideration of the Disclosing Party's disclosure of Confidential Information to the Receiving Party, the Receiving Party hereby agrees as follows:

1. Strict Confidence. Both parties (Receiving Party and Disclosing Party) shall hold and maintain the Confidential Information in strictest confidence and in trust for the sole and exclusive benefit of the Disclosing Party.
2. No Disclosure. The Agency or Client shall not, without the prior written approval of the other Party, use for its own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any Confidential Information.
3. Restricted Access. The Agency and Client shall carefully restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access in order to participate on behalf of the Receiving Party in the analysis and negotiation of a business relationship or any contract or agreement, or the advisability thereof, with the Disclosing Party. The Agency and Client further warrants and represents that it will advise each of the persons to whom it provides access to any of the Confidential Information under the foregoing sentence that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the other Party, any of the Confidential Information.



4. Protection. The Agency and Client shall take all necessary action to protect the Confidentiality of the Confidential Information, except for its disclosure under proceeding paragraph 3, and agrees to indemnify the Disclosing Party against any and all losses, damages, claims, or expenses incurred or suffered by the Disclosing Party as a result of the Receiving Party's breach of this Agreement.
5. Equitable Relief. The Agency and Client understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party is to be in addition to the remedies otherwise available to the Disclosing Party at law or in equity.
6. Return of Materials. The Agency and Client shall return to the Disclosing Party any and all records, notes, and other written, printed or tangible materials pertaining to the Confidential Information immediately on the written request of the Disclosing Party.
7. Binding Agreement. This Agreement and the Receiving Party's described Obligations shall be binding on the representatives, assigns, and successors of the Receiving Party and shall inure to the benefit of the assigns and successors of the Disclosing Party.
8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
9. Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees.
10. Modification. This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the agreement.

(Signatures appear on next page)



BRAVO PORT, INC
RETAIL MANAGEMENT GROUP

“Agency:”

“Current or Future Client:”

Bravo Port Retail Management Group, Inc. Client’s Name: _____

By: _____

By: _____

Alan Idov, C.E.O.

Title: _____

Date: _____