MUTUAL NON-COMPETE, NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

House of Gong Opportunity
1914 SE 45th Street, Cape Coral, Florida 33904

PLEASE READ CAREFULLY

This Agreement governs access to confidential information relating to the **House of Gong** opportunity located at **1914 SE 45th Street, Cape Coral, Florida 33904**. By reviewing this Agreement and submitting the accompanying Access Request Form, you acknowledge that you have read, understood, and agree to be legally bound by the terms of this Agreement. Your electronic submission constitutes your acceptance of this Agreement. Upon verification of your submission, access to the confidential project website may be granted at the sole discretion of the Principals.

For purposes of this Agreement, the "Principals" include **Greg Dart**, **GL Dart**, **Dart Arts**, **Intrigue Properties**, **A1**, **Candace Tranter**, together with any affiliated companies, entities, partners, contractors, consultants, advisors, representatives, successors, or assigns involved in the acquisition, development, financing, marketing, management, or operation of the **House of Gong** opportunity.

The "Recipient" means the individual or entity submitting the accompanying Access Request Form and requesting access to confidential information relating to the project.

PURPOSE

The purpose of this Agreement is to protect the confidential and proprietary information relating to the **House of Gong** opportunity. Individuals requesting access to the confidential project website acknowledge that the information contained therein is proprietary and agree not to disclose, compete with, or circumvent the Principals or their affiliates as outlined in this Agreement.

Therefore, the parties, individually and on behalf of those they represent, mutually agree that any CONFIDENTIAL INFORMATION which may be disclosed will be received and maintained in strictest confidence by the receiving party for a period of one (1) year **from the date of the Recipient's electronic acceptance of this Agreement**. The Principals believe, and the Recipient agrees, that the parties' CONFIDENTIAL INFORMATION has significant commercial value which would be diminished by unauthorized disclosure. Accordingly, the commitments of confidentiality in this Agreement are a condition to the parties' willingness to engage in the contemplated business discussions and planning. The Recipient agrees that it shall not use any advantages derivable from such information in its own business and affairs unless the same is

done pursuant to a new agreement with all other signatories to this Agreement. Each signing party shall be held responsible and liable in case of a breach of this Agreement both in their professional and personal capacity.

2. CONFIDENTIAL INFORMATION

CONFIDENTIAL INFORMATION shall include, but is not limited to, certain new and useful opportunities, trade secrets, business entity formation and structuring, tax information, employment agreements, pricing structures, suppliers' information, project contacts, cost projections, materials specifications and/or costs, technical and business data, electronic communications, cell phone data or messages, emails, computer files, etc. CONFIDENTIAL INFORMATION shall be protected but only to the extent that any such information A) is not nor does not come in to the public domain through no fault of the receiving party; B) was not already in the possession of the receiving party prior to the confidential disclosure thereof; C) does not become known to the receiving party through actions of some third party; D) is not required to be disclosed by the receiving party as a matter of law; E) is not disclosed by receiving party with disclosing party's approval; or F) is not independently discoverable by receiving party without any use of the CONFIDENTIAL INFORMATION.

3. OBLIGATION OF CONFIDENTIALITY

The party receiving CONFIDENTIAL INFORMATION from the disclosing party agrees to treat the CONFIDENTIAL INFORMATION with at least the same degree of care as its own CONFIDENTIAL INFORMATION but with no less than reasonable care. The party receiving CONFIDENTIAL INFORMATION from the disclosing party shall make no public disclosure of any CONFIDENTIAL INFORMATION without the prior written consent of the disclosing party, except as otherwise set forth above in this Agreement. Upon termination of this Agreement, or if requested by the disclosing party, all CONFIDENTIAL INFORMATION and all copies, if any, shall be returned to the Principals and no information will be retained.

4. OBLIGATION OF NON-COMPETITION

The non-competition provision of this Agreement are an essential and material part of the total Agreement by which the Recipient agrees not to use any advantages derivable from such CONFIDENTIAL INFORMATION in its own business or affairs unless the same is done pursuant to a new agreement executed by all signatories to this Agreement. For a period of one (1) year, Recipient, additionally, will not conduct business in competition with the Principals **within fifty (50) miles of Fort Myers Beach, Florida**.

5. NON-CIRCUMVENTION

The Recipient hereby agrees for himself or herself , their officers, directors, agents, associates and/or any other related parties, that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or entities, party or parties introduced directly or indirectly, by and through the other party, its officers, directors, agents, contractors, subcontractors or associates, for the purpose of avoiding the payment to the Principals of profits, fees, or otherwise, without the specific written approval of the Principals.

6. NO REPRESENTATIONS

By signing this Agreement, the Recipient shows he or she understands that the Principals make no representation or warranty as to the accuracy or completeness of the information it provides to the Recipient. The Recipient agrees that neither the Principals, nor any of its advisors, representatives, agents, contractors, subcontractors or employees shall be held liable for utilization of CONFIDENTIAL INFORMATION which results from the Recipient's use of said information.

7. TERM

Unless otherwise renewed or extended in writing, this Agreement shall remain in effect for a period of one (1) year from the date of the Recipient's electronic acceptance. Notwithstanding expiration of the Agreement, obligations relating to trade secrets, non-circumvention, unauthorized use of CONFIDENTIAL INFORMATION, and any provisions that by their nature are intended to survive shall continue to the extent permitted by applicable law.

8. JURISDICTION

The jurisdiction of this Agreement is global and world-wide but the rules and laws of the **State of Florida** govern this document. Should the Principals assert that a violation has occurred, the parties agree that the parties shall be entitled to take action to remedy the situation either in the **locale** in which the violation occurred or in an applicable court in Lee County, Florida or the surrounding jurisdictions based entirely upon the discretion of the Principals.

9. SEVERABILITY

If any part of this Agreement is deemed invalid or unenforceable then the remainder of this Agreement shall not be affected.

10. MODIFICATION

No modification of this Agreement shall be effective unless made in writing and acknowledged or accepted by the applicable parties, including through legally valid electronic means.

11. MUTUALITY

To the extent that CONFIDENTIAL INFORMATION is disseminated or exchanged by both parties, such information shall be confidential as to both parties, the Principals and the Recipient.

12. RIGHT OF RENEWAL

This agreement may be renewed after termination on a year by year basis at the sole discretion of the Principals.

13. ASSIGNMENT

Each party is acting as an independent contractor. This Agreement may not be assigned without the prior written consent of both parties.

14. AGENCIES

No agency or partnership relationship is created by signing this Agreement between the parties to this Agreement.

15. LEGALLY COMPELLED DISCLOSURE

1. In the event that either party is required to disclose the other/non-disclosing party's CONFIDENTIAL INFORMATION pursuant to a valid order by a court, administrative agency, or other governmental body, or as otherwise required by law, prior to any such compelled disclosure, the receiving party will do the following:
2. **A)** notify the non-disclosing party of the legal process via telephone or email within 24 hours of being put on notice of the required disclosure and allow the non-disclosing party to assert the privileged and confidential nature of the CONFIDENTIAL INFORMATION against the third party seeking disclosure;
3. **B)** cooperate fully with the non-disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the CONFIDENTIAL INFORMATION; and
4. **C)** in the event that protection against disclosure is not obtained, disclose only such CONFIDENTIAL INFORMATION as is legally required to comply with the compelled disclosure and use reasonable efforts to preserve the confidentiality of any information disclosed.

16. ENTIRE AGREEMENT

This Agreement, together with the accompanying Access Request Form and electronic acceptance thereof, contains the entire agreement and understanding between the Principals and the Recipient with respect to the subject matter hereof and supersedes all prior discussions, communications, and writings relating thereto.

17. ELECTRONIC ACCEPTANCE

By reviewing this Agreement and submitting the accompanying Access Request Form, the Recipient acknowledges that they have read, understood, and agree to be legally bound by the terms of this Agreement.

The Recipient further acknowledges that their electronic submission constitutes acceptance of this Agreement and has the same force and effect as a handwritten signature, to the extent permitted by applicable law.

Next Step

Thank you for taking the time to review this Agreement.

Please return to the access form, complete your information, and submit your request. Once your submission has been received and verified, you'll receive access to the confidential House of Gong opportunity.