

MUTUAL NON-DISCLOSURE AGREEMENT

PetFlipz™ — Patent Pending Wet-and-Dry Pet Food Packaging Concept

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of the date last signed below (the "Effective Date") by and between Anthony Kerr, Inventor & Founder of PetFlipz ("PetFlipz"), and the party identified below ("Recipient"). Each party may disclose Confidential Information to the other and is referred to as the "Disclosing Party" when doing so and the "Receiving Party" when receiving it.

1. Purpose

The parties wish to explore a potential business relationship concerning the PetFlipz patent-pending wet-and-dry pet food packaging concept, including possible licensing, acquisition, manufacturing, or distribution (the "Purpose"). In connection with the Purpose, each party may disclose confidential and proprietary information to the other.

2. Confidential Information

"Confidential Information" means all non-public information disclosed by the Disclosing Party, in any form, including designs, drawings, prototypes, specifications, patent applications and filings, know-how, manufacturing methods, materials, packaging structures, business plans, financial information, pricing, customer and supplier information, marketing strategies, and the existence and content of discussions between the parties.

3. Exclusions

Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this Agreement; (b) was rightfully known to the Receiving Party before disclosure; (c) is rightfully received from a third party without restriction; or (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

4. Obligations

The Receiving Party shall: (a) use the Confidential Information solely for the Purpose; (b) hold it in strict confidence and protect it with at least the same degree of care it uses for its own confidential information, and in no event less than reasonable care; (c) not disclose it to any third party except to employees, advisors, or affiliates who have a need to know for the Purpose and who are bound by confidentiality obligations no less protective than those in this Agreement; and (d) not reproduce it except as necessary for the Purpose.

5. No License or Rights

No license, right, title, or interest in any patent, patent application, trademark, copyright, trade secret, or other intellectual property is granted or implied by this Agreement or by any disclosure made under it. All Confidential Information remains the sole property of the Disclosing Party.

6. No Reverse Engineering or Use

The Receiving Party shall not, directly or indirectly, reverse engineer, deconstruct, manufacture, file any patent application on, or commercially exploit any concept, design, or product embodying the Disclosing Party's Confidential Information without a separate written agreement executed by the Disclosing Party.

7. Compelled Disclosure

If the Receiving Party is required by law, regulation, or court order to disclose Confidential Information, it shall, to the extent legally permitted, give the Disclosing Party prompt written notice and reasonable cooperation so the Disclosing Party may seek a protective order, and shall disclose only the portion legally required.

8. Return or Destruction

Upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information and all copies, notes, and materials derived from it, and confirm such destruction in writing.

9. Term

This Agreement applies to disclosures made during the two (2) years following the Effective Date. The confidentiality and non-use obligations survive for five (5) years from the date of each disclosure, and indefinitely for any information constituting a trade secret under applicable law.

10. No Obligation

Neither party is obligated to disclose any information, to proceed with any transaction, or to enter into any further agreement. Any binding relationship must be set out in a separate written agreement signed by both parties.

11. Remedies

The parties agree that unauthorized disclosure or use of Confidential Information may cause irreparable harm for which monetary damages are inadequate, and that the Disclosing Party is entitled to seek injunctive relief in addition to any other available remedy.

12. Governing Law

This Agreement is governed by the laws of the Commonwealth of Kentucky, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in Kentucky.

13. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the confidential treatment of information exchanged for the Purpose and supersedes all prior discussions on that subject. It may be amended only in writing signed by both parties. If any provision is held unenforceable, the remainder stays in effect. This Agreement may be executed in counterparts, including by electronic or scanned signature.

SIGNATURES

Each party has caused this Agreement to be signed by its duly authorized representative.

PETFLIPZ

Company / Entity: PetFlipz

Printed Name: Anthony Kerr

Title: Inventor & Founder

Email: anthony@petflipz.com

Signature: _____

Date: _____

RECIPIENT

Company / Entity: _____

Printed Name: _____

Title: _____

Email: _____

Signature: _____

Date: _____

Please complete, sign, and email the signed PDF to **anthony@petflipz.com**. Questions: 859-802-8575.