

Nondisclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between 3in1 Ventures, LLC DBA Level 12, with its principal offices at 326 E. Court Ave. Jeffersonville, IN, ("Receiving Party") and _____, located at _____ ("Disclosing Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information. Any tangible items of information provided by Disclosing Party and declared "Confidential" to Receiving Party shall be deemed "Confidential Information". Receiving Party will protect, maintain, and keep in strict confidence all Confidential Information. Such Confidential Information may include, but not be limited to, product specifications, trade secrets, business plans, financial information and related information and materials of the Disclosing Party and its affiliates, subsidiaries, and customers.

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; (d) is disclosed by Receiving Party with Disclosing Party's prior written approval; or (e) is required to be disclosed pursuant to law or process of law.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods. This Agreement shall expire two years from the effective date.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture, or employee of the other party for any purpose.

6. Remedies in the Event of a Breach. In the event of a breach of this agreement by Receiving Party, Disclosing Party will have the absolute right to seek and obtain injunctive relief

against the continued breach. Further, in the event Disclosing Party is awarded injunctive relief by the courts, Receiving Party agrees to pay any and all reasonable attorney's fees and other reasonable costs incurred in enforcing the terms and obligations of this Agreement.

7. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

8. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

9. Governing Law. This Agreement will be governed by and construed under the laws of the state of Indiana without regard to conflicts-of-laws principles that would require the application of any other law.

10. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

Receiving Party:

3 in 1 Ventures, LLC DBA Level 12

BY: _____
(Signature)

(Typed or Printed Name)

Date: _____

Disclosing Party:

BY: _____
(Signature)

(Typed or Printed Name)

Date: _____