



LastGerm.com LLC

MUTUAL NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS MUTUAL NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into as of the date last set forth below the parties' signatures hereto, by and between LastGerm.com, LLC ("LastGerm"), and Distributor _____.

RECITALS:

WHEREAS, LastGerm and (each of LastGerm and Distributor _____) is hereinafter individually referred to as a "Party," and are hereinafter collectively referred to as the "Parties") are interested in investigating the advisability of entering into a business transaction (a "Transaction"), and the Parties acknowledge that all information, material, ideas and concepts concerning the Transaction are confidential and non-public in nature; and

WHEREAS, all information, material, ideas and concepts now, previously or hereafter furnished to one Party (the "Receiving Party") or its respective managers, officers, employees, agents, representatives or other persons or entities affiliated in any manner whatsoever with the Receiving Party, including without limitation attorneys, accountants, consultants and contractors (collectively, "Representatives") by the other Party (the "Disclosing Party") concerning the Transaction, the Disclosing Party, or the Disclosing Party's business, and all analyses, compilations, data, studies or other documents or writings prepared by the Receiving Party or its Representatives containing or based in whole or in part on any such furnished information or reflecting the Receiving Party's review of or interest in the Transaction, shall be referred to as the "Information." "Information" shall also include, without limitation, such matters as proprietary information, trade secrets, customer lists, referral sources, vendor relationships, methods of business, sales practices and strategies, territorial planning, financial information, marketing, pricing information, methods of pricing, margins, volumes and specific terms of contracts and agreements. "Information" does not include information that: (i) is now in or hereafter enters the public domain without a breach of this Agreement; or (ii) is known to the Receiving Party prior to the time of disclosure by the Disclosing Party or independently acquired or developed by the Representatives of the Receiving Party (as shown by written records) without access to the Information and without violating any provisions of this Agreement or any other confidentiality obligation.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises, covenants, terms, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereto agree as follows:

AGREEMENT:

1. **Confidentiality.** The Receiving Party acknowledges that the Information belongs to the Disclosing Party, is confidential and non-public and that any disclosure in contravention of this Agreement or use of the Information without the express written consent of the Disclosing Party will cause irreparable harm and loss to the Disclosing Party. The Information shall be deemed a valuable, special, and unique asset of the Disclosing Party that is received by the Receiving Party in confidence.

2. **Nondisclosure.** The Receiving Party or its Representatives shall not at any time on or after the date hereof, individually, or jointly, publish, disclose, use, authorize or assist in any way any other person or entity to publish, disclose or use any of the Information. The Receiving Party shall keep confidential and not make any disclosure of the Information. The Information will be kept confidential and will not, without the prior written consent of the Disclosing Party in each instance, be disclosed by the Receiving Party or its Representatives, directly or indirectly, for any purpose whatsoever. Moreover, the Receiving Party agrees to transmit the Information only to those Representatives who need to know the Information for the purpose of evaluating or effectuating the Transaction, who are informed by the Receiving Party of the confidential nature of the Information, and who agree to be bound by the terms of this Agreement. The Receiving Party shall be responsible for any breach of this



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Agreement by its Representatives. The term “person” as used herein shall be broadly interpreted to include, without limitation, any individual, corporation, limited liability company, partnership, or other entity. The provisions of this Agreement shall be binding on the Receiving Party for a period of one year after the date upon which the Parties (or any of their respective affiliates) cease conducting any business with one another unless the Disclosing Party provides prior written authorization to the Receiving Party to disclose the Information.

Any writings concerning or constituting the Information and all copies thereof will be returned immediately without retaining any copies thereof, if the Receiving Party does not, within a reasonable time from the date hereof, proceed with a contractual relationship with the Disclosing Party regarding a Transaction, or immediately upon the request of the Disclosing Party. Notwithstanding the return of the Information, the Receiving Party and its Representatives will continue to be bound by their respective obligations of confidentiality and other obligations hereunder. In the event that the Receiving Party or anyone to whom the Receiving Party transmits the Information pursuant to this Agreement are requested or become legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demands, or similar process) to disclose any of the Information, the Receiving Party shall provide the Disclosing Party with prompt written notice so that it may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party shall furnish only that portion of the Information that is legally required and shall exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded the Information.

3. **Reasonableness of Restrictions.** The Parties hereto recognize and acknowledge that the restrictions contained in this Agreement are fair and reasonable and properly required for the adequate protection of the legitimate business interests of the Parties. The Parties hereto recognize and acknowledge that the time periods specified in Section 2 hereof are reasonable and properly required for the adequate protection of the Parties' interests. The Parties hereto agree that in the event any court of competent jurisdiction shall determine any time period to be unreasonable, arbitrary, or against public policy, a lesser time period which is determined to be reasonable, non-arbitrary, and not against public policy may be enforced against the applicable Party.

4. **Specific Performance.** With respect to the covenants and agreements of the Parties set forth herein, the Parties agree that a violation of such covenants and agreements will cause irreparable injury to the other Party for which such other Party will not have an adequate remedy at law, and that such other Party shall be entitled, in addition to any other rights and remedies it may have, at law or in equity, to obtain an injunction to restrain any Party from violating, or continuing to violate, such covenants and agreements. In the event that either Party does apply for such an injunction, the other Party shall not raise as a defense thereto that the first Party has an adequate remedy at law. The Receiving Party also agrees that it will not seek and agrees to waive (and will use its reasonable efforts to cause its Representatives to waive and not to seek), any requirement for the securing or posting of a bond in connection with the Disclosing Party's seeking or obtaining such relief.

5. **No Warranties.** Each Party understands and acknowledges that neither the Disclosing Party nor its Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Information furnished by or on behalf of the Disclosing Party and shall have no liability to the Receiving Party or its Representatives relating to or resulting from the use of the Information or any errors therein or omissions therefrom. Only those representations or warranties that are made in a final definitive agreement regarding any transactions contemplated hereby, when, as and if executed, and subject to such limitations and restrictions as may be specific therein, will have any legal effect. The Parties further understand and acknowledge that, unless and until a definitive agreement between the Parties has been executed and delivered, neither Party will be under any legal obligation to the other with respect to a Transaction.



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6. **Assignability; Waiver; Parties.** This Agreement and the rights and duties created hereunder shall not be assignable or delegable by either Party without the prior written consent of the other Party. The failure to enforce any term or condition of this Agreement shall not be deemed a waiver of that term or condition for the future, nor shall any specific waiver of a term or condition at one time be deemed a waiver of such term or condition for any future time. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their legal representatives, successors, and permitted assigns, as the case may be.

7. **Severability.** Each section, subsection, and lesser section of this Agreement constitutes a separate and distinct undertaking, covenant, or provision hereof. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event such a limiting construction is impossible, such invalid or unenforceable provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

8. **Costs of Enforcement.** In the event a Party initiates legal action (including both trial and appellate proceedings) to enforce its rights hereunder, the prevailing Party in such action shall recover from the non-prevailing Party its litigation expenses (including, but not limited to, attorneys' fees and costs) of all such proceedings.

9. **Entire Agreement; Counterparts; Signatures.** This Agreement constitutes the entire agreement between the Parties hereto concerning the subject matter hereof, and supersedes all prior memoranda, correspondence, conversations, and negotiations. This Agreement may be executed in several counterparts that together shall constitute but one and the same Agreement. Signatures on this Agreement delivered by facsimile or other electronic transmission shall be binding on the delivering Party to the same extent as though original signatures were delivered.

10. **Governing Law.** Except as otherwise specifically provided herein, the validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Minnesota and to the extent applicable. To the fullest extent permitted by law, the Parties hereby (a) submit to the jurisdiction of the Minnesota and United States courts for the Minnesota judicial circuit and the federal district, respectively, wherein lies Todd County, Minnesota for the purposes of any legal action or proceeding brought under this Agreement and (b) agree that exclusive venue of any such action or proceeding shall be laid in Todd County, Minnesota and (c) waive any claim that the same is an inconvenient forum.

11. **Products:** In relation to all products sold by LastGerm.com LLC: I agree that I will purchase all the products sold by LastGerm.com LLC as they are considered part of the package of our agreement. The distributor will not purchase or resell the same or similar products from any other source than LastGerm.com. LLC. Products will include BioProtect formulations, Vital Oxide formulations, My Covid Test or Vollara technologies. On notification of ending our agreement I will not purchase nor sell the same products or services for a period of 12 months.

[Signatures on following page(s).]



LastGerm.com LLC

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the person signing below, who represent that they have the authority to bind the respective Party to this Agreement.

LastGerm.com, LLC

This Agreement shall be signed both Distributor and LastGerm.com LLC Officer.

Full Name _____

Phone Number _____

Address _____

Email _____

Sponsor Name _____

Distributor Signature _____

Effective date: _____

LastGerm.com LLC

Kristine Brown, CEO

Date _____

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