



by ROI

Virtual Showroom for Wellness Brands & Spa

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

THIS NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT (this “Agreement”) is entered into by and between Revenue of Inspiration, Inc., a California corporation (“ROI”), and users of the Market by ROI website (“Buyers”), effective as of the date that Buyer first logs into the site, (the “Effective Date”).

RECITALS

- A. Buyer desires to access the Market by ROI online beauty and wellness product discovery platform containing proprietary information belonging to ROI.
- B. Buyer and ROI wish to memorialize their agreement as to the nondisclosure of certain information in connection with the Market by ROI website, and Buyer’s agreement not to circumvent ROI in connection therewith.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Website Information. When using the Market by ROI website, Buyer has access to certain proprietary information including but not limited to beauty and wellness product selection, marketing, key product data, latest press, current distribution, and access to request samples and place product orders from multiple suppliers (the “Website Information”).
2. Confidentiality and Use of the Website Information. Buyer agrees that the Website Information is being provided to Buyer solely for the purpose of facilitating purchases through the Market by ROI website and Buyer agrees not to use the Website Information for any other purpose. Further, Buyer agrees that it shall maintain the confidentiality of the Website Information, meaning that it shall not directly or indirectly disseminate and/or communicate the Website Information, in whole or in part, to any person other than in connection with purchases through the Market by ROI website.
3. Agreement Not to Circumvent. In consideration of the receipt of the Website Information, Buyer hereby agrees on behalf of itself and its agents and affiliates not to circumvent ROI in connection with the developing and marketing of Market by ROI or sales through said website.
4. Injunctive Relief. The parties acknowledge and agree that any breach or threatened breach of the provisions of this Agreement will result in irreparable and continuing



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damage, for which there will be no adequate remedy at law, so that in the event of any breach or threatened breach hereof, the parties, and their successors and assigns shall be entitled to injunctive relief.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6. Severability. If any term, restriction, covenant or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the same shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement.

7. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Attorneys' Fees. In any dispute or action to enforce or interpret the terms of this Agreement, the party prevailing in that dispute and/or action shall be entitled to recover its reasonable attorneys' fees and costs of suit, both at trial and on appeal.

9. Term. The rights and obligations of the parties under this Agreement, including, but not limited to the duty to keep any Material in the strictest confidence and the non-circumvention covenants shall remain in effect for a term of five (5) years after the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date the Buyer has initially logged into the site.