

UNENFORCEABLE NON BINDING
NO Second-Party Endorsement
NDA Does NOT PROTECT ILLEGAL BEHAVIOUR
Cult Leaders DO NOT SIGN THEIR NAME

NDA CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("the Agreement") dated this

☒ day of April , 2022.

Members required to sign after Cult and child
abductions made public

Lemurian Facebook Membership Group

NO SUCH LEGAL ENTITY

(individually and collectively all members, the "Information Provider")

OF THE FIRST PART

- AND -

☒

(the "Recipient")

OF THE SECOND PART

BACKGROUND:

- A. The Information Provider and the Recipient desire to enter into a confidentiality agreement with regard to information shared within the private community (the "Permitted Purpose").

- B. In connection with the Permitted Purpose, the Recipient will receive certain confidential information (the 'Confidential Information').

IN CONSIDERATION OF and as a condition of the Information Provider providing the Confidential Information to the Recipient in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Confidential Information

1. All written and oral information and materials disclosed or provided by the Information Provider to the Recipient under this Agreement constitute Confidential Information regardless of whether such information was provided before or after the date of this Agreement or how it was provided to the Recipient.
2. 'Confidential Information' means all data and information relating to the Information Provider. No exceptions or exclusions

Confidential Obligations

3. Except as otherwise provided in this Agreement, the Recipient must keep the Confidential Information confidential.
4. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of the Information Provider and will only be used by the Recipient for the Permitted Purpose. The Recipient will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Information Provider or any associated affiliates or subsidiaries.
5. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Recipient in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and those obligations will last indefinitely.
6. The Recipient agrees to retain all Confidential Information at their usual place of business and to store all Confidential Information separate from other information and documents held in the same location. Further, the Confidential Information may not be used, reproduced, transformed, or stored on a computer or device that is accessible to persons to whom disclosure may not be made, as set out in this Agreement.

Ownership and Title

7. Nothing contained in this Agreement will grant to or create in the Recipient, either expressly or impliedly, any right, title, interest or license in or to the intellectual property of the Information Provider.

Remedies

8. The Recipient agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Information Provider. Accordingly, the Recipient agrees that the Information Provider is entitled to, in addition to all other rights and remedies available to them at law or in equity, an injunction restraining the Recipient and any agents of the Recipient, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

Return of Confidential Information

9. The Information Provider may at any time request the return of all Confidential Information from the Recipient. Upon the request of the Information Provider, or in the event that the Recipient ceases to require use of the Confidential Information, or upon the expiration or termination of this Agreement, the Recipient will:

- a. return all Confidential Information to the Information Provider;
- b. provide a certificate to the Information Provider to the effect that the Recipient has returned all Confidential Information to the Information Provider.

Notices

10. If the Recipient loses or fails to maintain the confidentiality of any of the Confidential Information in breach of this Agreement, the Recipient will immediately notify the Information Provider and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

11. Any notices or delivery required in this Agreement will be deemed completed when hand- delivered, delivered by agent, or seven days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

Termination

13. Either party may terminate this Agreement by providing written notice to the other party. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

Assignment

14. Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

Amendments

15. This Agreement may only be amended or modified by a written instrument executed by both the Information Provider and the Recipient.

Governing Law

16. This Agreement will be construed in accordance with and governed by the laws of the State of Hawaii.

General Provisions

17. Time is of the essence in this Agreement.

18. This Agreement may be executed in counterpart.

19. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

20. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.

21. The Recipient is liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Information Provider in enforcing this Agreement as a result of any default of this Agreement by the Recipient.

22. The Information Provider and the Recipient acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the intention of the Information Provider and the Recipient that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the intention of the Recipient to give the Information Provider the broadest possible protection to maintain the confidentiality of the Confidential Information.

23. No failure or delay by the Information Provider in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.

24. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Information Provider and the Recipient.

25. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

UNENFORCEABLE
NO Second-Party Endorsement - Non Binding
NDA Does NOT PROTECT ILLEGAL
BEHAVIOUR

Would you believe this was written by Liane Wilson "Lawyer" ?
That should make you think..

_____  _____

Name of Recipient

_____  _____

Today's Date