Mutual Confidentiality Agreement

This Mutual Confidentiality Agreement (this "**Agreement**") is effective as of _____ 2021 , by and between Adventure Crossing Dome One, LLC dba Adventure C a New Jersey Limited Liability Company, and its' affliated companies, having its principal place of business at 21 S. Hope Chapel Road #203, Jackson, New Jersey 08527 ("Party 1") and _____, a _____ (state) _____ (entity type) having its principal place of business at _____("Party 2").

In discussing a possible business relationship or continuing in a business relationship between Party 1 and Party 2, each of the parties hereto may receive or be exposed to information that the other regards as proprietary and confidential, including, without limitation, the fact that the undersigned are potential or actual business partners, or have entered into this Agreement. As a condition to further discussions regarding the relationship between the companies and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned agree as follows:

1) When used in this Agreement, "Confidential Information" shall mean any and all information disclosed (whether previously disclosed, disclosed simultaneously herewith or hereafter disclosed) by or on behalf of Party 1 or its representatives or Party 2 or its representatives (as applicable, the "**Disclosing Party**") to the other party or any of its representatives (as applicable, the "**Receiving Party**") including, without limitation, trade secrets, applications, processes, design documents (including any drawings or technical specifications), formulae, test data, financial information and records, forecasts, product information, customer lists, supplier and vendor lists, product prices, work in process and similar information, in any form (whether oral, written, graphic or visual or obtained from access to or observation of any of the Disclosing Party's facilities). When used in this Agreement, a party's "representatives" shall mean: (a) all members, partners, managers, directors, officers, employees, agents, attorneys, accountants or consultants of such party; (b) all affiliates of such party (which shall include any parent or subsidiary or any other person or entity that controls, is controlled by or is under common control with such party); and (c) all members, partners, managers, directors, officers, agents, attorneys, accountants or consultants of any affiliates.

2) The Receiving Party agrees, on behalf of itself and its representatives, to: (a) maintain all Confidential Information in strict confidence and not disclose any Confidential Information to any person or entity without the Disclosing Party's prior written consent; (b) use Confidential Information solely for the purpose of furthering the Disclosing Party's relationship with the Receiving Party; and (c) limit dissemination of Confidential Information to the Receiving Party's representatives on a need-to-know basis and prior to disclosing said information to any representatives, inform any such representatives of the existence of this Agreement and its applicability to them.

3) The foregoing obligations of confidentiality shall not apply to Confidential Information which the Receiving Party can document: (a) at the time of disclosure to the Receiving Party by the Disclosing Party was generally known to the public or, after such disclosure, became generally known to the public other than as a result of a breach by any person or entity of an agreement with the Disclosing Party; (b) was already in the Receiving Party's possession at the time of such disclosure and was not acquired directly or indirectly from the Disclosing Party, as evidenced by the Receiving Party's written records prepared in the ordinary course of business prior to the disclosure of the Confidential Information to the Receiving Party; (c) was later received on a non-confidential basis from a third party having the right to impart such information; or (d) was or is independently developed by or for the Recipient without reference to the Confidential Information, as evidenced by such party's contemporaneous

written records or other conclusive evidence. If the Receiving Party is required by law or regulation or pursuant to judicial or administrative process to disclose Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of the details of the requirement to disclose (with supporting documentation) and allow the Disclosing Party a reasonable time to oppose or otherwise limit such disclosure or to obtain an appropriate protective order or other appropriate protection for such information. Information shall not be deemed to be within one or more of the foregoing exceptions merely because any part of such information is embodied in general disclosures or because individual features, components, or combinations are now or hereafter publicly known.

4) All Confidential Information and all written, printed, electronically stored or other tangible documents or materials submitted to the Receiving Party by the Disclosing Party or on behalf of the Disclosing Party and any and all copies thereof in whatever form, shall be and remain the property of the respective Disclosing Party. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant of any license or other rights under any patent, patent application, trademark, service mark, trademark application, service mark application or other intellectual property right or interest belonging to or controlled by the Disclosing Party. The Receiving Party shall upon request promptly return, destroy, or cause to be destroyed, any and all copies (including electronic files) of any analyses, compilations, studies, reports, summaries or other documents or materials prepared by or on behalf of the Receiving Party that, directly or indirectly, utilize or refer to any Confidential Information or other information disclosed by Disclosing Party, except that each party may retain one (1) archival copy to monitor future legal obligations. The Confidential Information shall remain subject to the terms of this Agreement whether destroyed, returned, or retained in legal files and the Receiving Party shall continue to be bound by the Receiving Party's obligations of confidentiality hereunder.

5) Nothing in this Agreement shall grant the Receiving Party any right or license in or to any of the Confidential Information (all of which rights are specifically retained by the Disclosing Party) or require the Disclosing Party to purchase any goods or services from the Receiving Party or otherwise require the Disclosing Party to make further disclosures of any information. Unless and until a definitive written agreement between them with respect to a transaction has been executed and delivered, neither party will be under any legal obligation of any kind to complete a transaction with the other. This Agreement imposes no obligation on the Disclosing Party to disclose any Confidential Information.

6) The Receiving Party agrees that the Disclosing Party, in the event of a breach of this Agreement, shall be entitled to seek equitable relief, including specific performance and immediate injunctive relief without the necessity of proving irreparable harm or posting a bond, and any other equitable relief deemed appropriate by the Disclosing Party, restraining the Receiving Party, from disclosing or using, in whole or in part, any Confidential Information. Nothing in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other available remedies either in law or in equity.

7) Although the Disclosing Party will make available such Confidential Information as each believes to be relevant for the Receiving Party's purposes, neither company is making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information or any other written or oral communication submitted or made available to the Receiving Party, and expressly disclaims any and all liability based on such Confidential Information or omissions therefrom.

8) The parties hereto at all times remain independent contractors, and no express or implied representations to the contrary shall be made.

9) This Agreement shall become effective on the date first set forth above and shall remain in effect

until two (2) years from (a) the date on which the business relationship between the Receiving Party and the Disclosing Party concludes or (b) if no business relationship results, the date on which discussions of the possible business relationship between the parties have terminated, provided that Receiving Party's obligations set forth in paragraphs 4, 6, this paragraph 9 and paragraphs 10-13, which shall survive the expiration of this Agreement. Notwithstanding anything to the contrary, nothing in this Agreement shall limit the time periods applicable to trade secrets as protected under state law or other applicable law.

10) It is further understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

11) In the event of invalidity of any provision of this Agreement, such invalidity shall not affect the validity of the remaining portions of this Agreement. Any invalid and unenforceable provisions shall be replaced with valid and enforceable provisions, the effect of which comes as close as possible to that of the invalid or unenforceable provisions.

12) THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS IN THE STATE OF NEW JERSEY, WITHOUT RECOURSE TO ANY CONFLICTS OF LAWS PRINCIPLES. EACH PARTY AGREES THAT ALL DISPUTES ARISING OUT OF OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED EXCLUSIVELY IN COURTS LOCATED IN THE STATE OF NEW JERSEY, AND EACH PARTY CONSENTS AND SUBMITS TO THE JURISDICTION OF SUCH COURTS. This original English language version of the Agreement shall be controlling in all respects.

13) This Agreement may not be amended or modified except in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior understandings, written or oral. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement. Signatures may be evidenced and delivered by facsimile or email transmission. Neither party may assign this Agreement or any of its rights or obligations hereunder, by operation of law or otherwise, without the prior written approval of the other party, which approval may be granted or withheld in the other party's sole discretion. Any purported assignment without such prior written consent shall be void and of no effect.

Please indicate your agreement to the foregoing by signing below.

PARTY 1:	**PARTY 2:**	**BROKER, If Applicable:**
By: _____	By: _____	By: _____
(signature)	(signature)	(signature)
Name: Vito F. Cardinale	Name: _____	Name: _____
	(printed name)	(printed name)
Title: Managing Member	Title: _____	Title: _____
	(printed title)	(printed title)
Date: _____	Date: _____	Date: _____