

WHAT IF Y NOT EVERYTHING, INC.

NON-DISCLOSURE AGREEMENT

This Non-disclosure agreement (this "Agreement") is made effective as of _____ (the "Effective Date"), by and between What if Y not Everything, Inc. (the "Owner"), of 8 The Green STE A, Dover, Delaware 19901, and _____ (the "Non-Disclosing Party"), of _____, _____, _____, _____. Private and proprietary information may be disclosed or exposed directly or indirectly and intentionally or unintentionally to the Non-disclosing Party.

The Owner has requested and the Non-disclosing Party agrees that the Non-disclosing Party will forever defend and protect the confidential material and information which may be disclosed between the Owner and the Non-disclosing Party.

Therefore, the parties agree as follows:

Confidential Information

The term "Confidential Information" means any information any material which is proprietary to the Owner, whether or not owned or developed by the owner, which is not generally known other than by the Owner, and which the Non-disclosing Party may obtain through any direct or indirect contact with the Owner. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Owner concerning the business, technology and information of the Owner and any third party with which the Owner deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, algorithms, contracts, financial, information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads market approach, strategy, strategic alliances, partners and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

Confidential information does not include:

- matters of public knowledge that result from disclosure by the owner;
 - information rightfully received by the Non-disclosing Party from a third-party without a duty of confidentiality;
 - information independently developed by the Non-disclosing Party;
 - information disclosed by operation of law;
 - information disclosed by the Non-disclosing Party with the prior written consent of the Owner;
- and any other information that both parties agree in writing is not confidential.

Protection of Confidential Information

The Non-disclosing Party understands and acknowledges that the confidential information has been developed or obtained by the Owner by investment of significant time, effort and expense, and that the confidential information is a valuable, special and unique asset of the Owner which provides the Owner with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Non-disclosing Party of the Confidential Information, the Non-disclosing Party agrees as follows:

- **No Disclosure.** The Non-disclosing Party will hold the confidential information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Owner.
- **No Copying/Modifying.** Non-disclosing Party will not copy or modify or take a picture of or translate by a means of audio recording or other unstated means of recordation, recreation, duplication or documentation any Confidential Information without the prior written consent of the Owner.

Unauthorized Use

The Non-disclosing Party shall promptly advise the owner if the Non-disclosing Party becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

Application to Employees

The Non-disclosing Party shall not disclose any Confidential Information to any employees of the Non-disclosing Party, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a Non Disclosure agreement substantially the same as this Agreement at the request of the Owner.

Unauthorized Disclosure of information - Injunction

If it appears that the Non-disclosing Party has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Owner, shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

Non - Circumvention

For a period of 5 years after the end of this Agreement, the Non-disclosing Party will not attempt to do business, with or otherwise solicit any business contacts found or otherwise referred by Owner to Non-disclosing Party for the purpose of circumventing, pursuant to this Agreement or Relating to such transaction.

Return Of Confidential Information

Upon the written request of the owner, the Non-disclosing Party shall return to the Owner all written materials containing the Confidential Information. The Non-disclosing Party shall also deliver to the Owner written statements signed by the Non-disclosing Party certifying that all materials have been returned within five days (5 days) of receipt of Confidential Information.

Relationship of Parties

Neither party has an obligation under this agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

No Warranty

The Non-disclosing Party acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. THE OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The owner does not represent or warrant that any product or business plans disclosed to the Non-disclosing Party will be marketed or carried out as disclosed, or at all. Any actions taken by the Non-disclosing Party in response to the disclosure of the Confidential Information shall be solely at the risk of the Non-disclosing Party.

Limited License to Use

The Non-disclosing Party shall not acquire any intellectual property rights under this Agreement except the limited right to use set forth above. The Non-disclosing Party acknowledges that, as between the Owner and the Non-disclosing Party, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Owner, even if suggestions, comments and/or ideas made by the Non-disclosing Party are incorporated into the Confidential Information or related materials during the period of the Agreement.

Indemnity

Non-disclosing Party shall agree to forever defend, indemnify, and hold harmless the Owner any its officers, directors, agents affiliates, distributors, representatives, and employees from any and all third party claims, demands, liabilities, cost, and expenses resulting from the Owner's material breach of any duty representation, or warranty under this Agreement. On the contrary, it is understood and agreed the owner will have the right to any claim, suit, judgment, demand, liability, cost, and expenses resulting from the Non-disclosing Party's material breach of any duty, representation, provision, and / or warranty under this Agreement to the fullest extent of the law

Attorney's Fees

In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and cost.

Term

The obligations of this Agreement shall survive 5 years from the Effective Date or until the Owner sends the Non-disclosing Party written notice releasing the Non-disclosing Party from this Agreement. After that, the Non-disclosing Party must continue to Protect the Confidential Information that was received during the term of this Agreement from unauthorized use or disclosure indefinitely.

Non-Compete Provision

During the period commencing on the date of this Agreement until the fifth (5th) anniversary of the Closing Date, without the express, prior written consent of the Owner, the Non-disclosing Party agrees not to, directly or indirectly, or through one or more Affiliates, including as partner, member, stockholder, investor or licensor or in any other capacity own, control, manage, operate or participate in, any business or entity that, competes with the Business of the Company in the District of Columbia or abroad.

Non-Disparagement

The Non-disclosing Party agrees not to make disparaging, critical, negative, demeaning, derogatory, defamatory, disrespectful, discouraging, disingenuous or otherwise detrimental comments to any person or entity or through any medium (video, voice recording, social media, etc....) know or not yet created concerning the Company, its officers, divisions, subsidiaries, agents, representatives, directors, trustees, and employees or the products and / or services or programs provided or to be provided by the Company.

General Provisions

This Agreement sets forth the entire understanding of the parties regarding confidentiality. And amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Delaware. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect and at all times in accordance with the term of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

Signatories.

This Agreement shall be executed by Shakeem Durden, CEO, on behalf of What if Y not Everything, Inc. and _____(Name), of _____ (ADDRESS), _____(CITY), _____(STATE), _____(ZIP CODE) and delivered in the manner prescribed by law as of the date first written above.

Owner

What if Y not Everything, Inc.

By: /s/ Shakeem Durden, CEO
Shakeem Durden, CEO

Non-disclosing Party

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____