

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “Agreement”) is made effective as of the ___ day of _____, 2021 (the “Effective Date”), by and between the following parties: (i) Melanie E. Damian, as Court-Appointed Receiver (“Receiver”) of Today’s Growth Consultant, Inc. d/b/a the Income Store (“TGC”) in *Securities and Exchange Commission v. Today’s Growth Consultant Inc. d/b/a The Income Store, et al.*, Civil Action No. 1:19-CV-0854 (“SEC Enforcement Action”); and (ii) _____ (“Potential Purchaser”) (collectively, the “Parties”).

RECITALS

WHEREAS, the Receiver has been charged by the United States District Court for the Northern District of Illinois with the task of locating and recovering assets of TGC for the benefit of claimants.

WHEREAS, the Receiver seeks to liquidate TGC’s Assets that include, among other things, a robust domain portfolio (the “Assets”) via online auction sale to occur on June 10, 2021 with the assistance of Right of the Dot, LLC.

WHEREAS, to the extent it is necessary to disclose certain Confidential Information (as defined below) for potential bidders to conduct due diligence on the Assets prior to submitting a bid at or before the online auction sale, the Parties desire to protect such Confidential Information from unauthorized use and disclosure including for the benefit of any third-party beneficiaries.

NOW, THEREFORE, in consideration of the disclosure of such Confidential Information, the parties agree as follows:

PROVISIONS

1. **Recitals Incorporated.** The recitals contained in the paragraphs above are incorporated herein by reference and made part of the provisions hereof, as if set forth in full herein.

2. **Confidential Information.** For purposes hereof, “Confidential Information” means, any and all information of TGC and its Assets of a proprietary or confidential nature (including, without limitation, financial information and information relating to domains, websites, investors, creditors, investment products, website and domain registration and information related to website metrics including revenue and traffic, products, processes, technologies, intellectual property, know-how, designs, specifications, methodologies, work, improvements, discoveries, marketing materials and plans, databases, software, manuals, files, credentialing files, internal policies and procedures, licenses, term sheets, prices, costs, revenues, billings, budgets, projections, marketing, business plans, investors, suppliers, customers, and lists, skills, compensation and personal information of employees and investors and creditors) that the Receiver or her professionals has furnished or otherwise made available to Potential Purchaser and/or Potential Purchaser’s employees, directors, agents, representatives, or affiliates (“Purchaser’s Representatives”). “Confidential Information” shall not include any information that (i) at the time of disclosure is generally available to the public or after disclosure becomes

generally available to the public through no breach of agreement or other wrongful act by Potential Purchaser or Purchaser's Representatives, (ii) has been received from a third party without restriction on disclosure, (iii) is or becomes lawfully available to Potential Purchaser or Purchaser's Representatives other than through the Receiver or her representatives pursuant to this Agreement, (iv) is independently developed by Potential Purchaser or Purchaser's Representatives without reference to or use of the Confidential Information, or (v) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority, provided that Potential Purchaser shall furnish prompt written notice of such required disclosure and reasonably cooperate in any effort to seek a protective order or other appropriate protection of Confidential Information and any disclosure under this clause (v) is limited to the extent of the legal requirement.

3. **Obligation to Safeguard.** The Receiver and Potential Purchaser hereby agree: (i) to hold the Confidential Information in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as they use to avoid unauthorized use, disclosure, or dissemination of their own Confidential Information of a similar nature, but not less than reasonable care, (ii) to maintain the Confidential Information such that competitors of TGC and the general public are not privy to the Confidential Information and to not use the Confidential Information for any purpose whatsoever except for the Purpose of the Request, and (iii) to not to use any Confidential Information to change or create patent filings with the Patent and Trademark Office. Potential Purchaser shall disclose the Confidential Information only to those of Purchaser's Representatives having a need to know such Confidential Information, and shall inform each of their Representatives that receives any such Confidential Information of the confidential nature of such information, and shall direct each such Representative to treat such information in accordance with the terms of this Agreement. Potential Purchaser shall be responsible for the breach hereof by any of its Representatives.

4. **Return of Confidential Information.** Upon the request of Receiver and/or her representatives, Potential Purchaser shall promptly redeliver to the Receiver, or at the Receiver's option, shall promptly destroy, or in the case of electronically stored data or information shall promptly delete, all Confidential Information and any analyses, compilations, studies, notes or other documents prepared by Receiver and/or her representatives which contain or otherwise reflect or are derived from such Confidential Information, and will not retain any copies, extracts or other reproductions thereof. Upon the request of the Receiver, Potential Purchaser shall certify that such redelivery, destruction, or deletion has been completed.

5. **Ownership.** All Confidential Information furnished to Potential Purchaser and Purchaser's Representatives shall remain the property of the Receiver and TGC. Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information.

6. **Equitable Relief.** Receiver and Potential Purchaser acknowledge that Receiver and TGC will have no adequate remedy at law if Potential Purchaser violates any of the provisions of this Agreement. Accordingly, Receiver shall have the right, in addition to any other rights and remedies she may have, at law, in equity or otherwise, to obtain in any court of competent jurisdiction injunctive relief (without the necessity of posting a bond) to restrain any breach or threatened breach hereof or otherwise to specifically enforce any of the provisions of this

Agreement. Receiver's right to such relief shall be cumulative and in addition to any other remedies which may be available to the Receiver and TGC.

7. **Duration.** This Agreement shall continue from the date first above written until terminated by either party by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement. Notwithstanding such termination, the obligations of Potential Purchaser and Purchaser's Representatives concerning: (i) confidentiality of any Confidential Information; (ii) the return, destruction, or deletion of Confidential Information and data, information, or documents compiled or derived there from; (iii) and the certification that the return, destruction and deletion of Confidential Information has been completed, shall survive the termination of this Agreement.

8. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all representations, agreements, arrangements and understandings between the parties, whether oral or written have been fully merged herein and are superseded hereby. This Agreement shall not be modified except by a written instrument signed by both parties.

9. **Non Waiver.** None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of a party, its agents or employees, but only by an instrument in writing signed by an authorized officer of such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

10. **Non Assignability.** Neither party may assign its rights or obligations hereunder. Except as provided in paragraph 11, below, and as otherwise expressly stated in this Agreement, nothing in this Agreement, express or implied, is intended to confer on any person other than the parties and their respective successors and assigns any rights or remedies under or by virtue of this Agreement, and no person shall be entitled to assert any rights as a third-party beneficiary hereunder.

11. **Third Party Beneficiaries.** Notwithstanding paragraph 10, above, this Agreement is intended by the parties to inure to the benefit and protection of TGC and its investors. These third parties may enforce Receiver and Potential Purchaser's duties under this Agreement in their capacity as a third-party beneficiary of this Agreement.

12. **Notice.** Any notice or communication required to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile or email, or mailed by registered or certified mail, to the addresses or facsimile numbers of such party set forth below. Notice shall be deemed given: (i) when actually delivered in the case of hand delivery; (ii) on the date set forth in the overnight courier's delivery manifest in the case of deposit with an overnight courier; (iii) on the date and time reflected in the transmission confirmation where facsimile transmission or email is used; and (iv) on the date set forth in the notification of delivery or the postal service's records in the case of certified or registered mail. Notices and communications shall be addressed as follows:

If to Receiver:

Damian & Valori, LLP
Attn: Kenneth Dante Murena, Esq.
1000 Brickell Avenue, Suite 1020
Miami, FL 33131
United States
+1 305-371-3960
kmurena@dvlp.com; jgroth@dvlp.com

If to Potential Purchaser:

[INSERT]

13. **Severability.** If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity and enforceability of such provision in every other respect and of the remaining provisions hereof shall not be impaired or affected, it being intended that all of the rights and privileges shall be enforceable to the fullest extent permitted by law.

14. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

15. **Venue and Jurisdiction.** The terms of this Agreement and any dispute regarding its interpretation, viability and enforcement shall be subject to the jurisdiction of the Honorable Andrea R. Wood, United States District Court for the Northern District of Illinois, as presiding judge over the SEC Enforcement Action and the parties acknowledge and explicitly agree to submit to the jurisdiction of same.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officer as of the date stated in the preamble.

<p>Melanie E. Damian, the Receiver</p> <p>By: _____ Kenneth Dante Murena, Esq. Damian & Valori, LLP <i>Counsel for Receiver</i> Email: kmurena@dvlp.com</p>	<p>Potential Purchaser</p> <p>By: _____</p> <p>Email: _____</p>
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