



And



Non-Disclosure Agreement

The Parties:

1. Intuitive Mind Solutions, with its registered office in (5611 CJ) Eindhoven at Dommelstraat 5B, Chamber of commerce #58927859, duly represented in this matter by Dr. Matthew J. Breske, hereinafter referred to as: **"Party 1"**;

And

2. The registered purchaser of the Center Point Meditation online workshop and/or e-book, hereinafter referred to as: **"Party 2"**;

Hereinafter individually referred to as "the Party" or jointly as "the Parties".

Whereas:

- The Parties wish to examine whether a certain form of cooperation is feasible.
- Party 1 is willing to provide access to confidential information and Party 2 will treat the relevant information as private and confidential.
- Party 2 will not disclose or make available to any third party Party 1's Confidential Information in regards to Center Point Meditation.
- Each Party must hold the other Party's Confidential Information secure and in confidence, except to the extent that such Confidential Information:
 - a. is required to be disclosed according to the requirements of any law, judicial or legislative body or government agency; or
 - b. was approved for release in writing by the other Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization.

Have agreed as follows:

Clause 1 – Providing information – Licensees and Non-Licensees

1. Party 2 agrees that he/she will be provided with confidential information by Party 1, hereinafter referred to as "information" with regard to: Using the Center Point Meditation name as a learned technique, Center Point Meditation methods, information, and mastery. If Party 2 is included in the Center Point Meditation Licensee program this includes everything agreed upon in the CPM licensee agreement.

This License Agreement is made as of by and between Dr. Matthew Breske, owner of Intuitive Mind Solutions, having a principal place of business at Dommelstraat 5B 5611CJ Eindhoven, The Netherlands and the registered purchaser of the Center Point Meditation online workshop and/or e-book

2. The purpose of providing the confidential information referred to in the previous subclause is: *use of Center Point Meditation as a learned technique to use in Party 2's personal life. For Licensee members this is included using it their professional life as well as all the other benefits listed in the CPM Licensee agreement.*
3. All Center Point Meditation information that has been disclosed by Party 1 to Party 2 within the framework of the implementation of this agreement.
4. The Parties will agree in advance on how the information will be provided. This will be given in the form of a live CPM workshop, an online workshop or a private workshop.
5. The Parties will coordinate and execute the provision and receipt of the information in close consultation.
6. All Terms and Conditions and the privacy policy listed on the Center Point Meditation website apply in this agreement.
<https://www.centerpointmeditation.com/terms-and-conditions/>
<https://www.centerpointmeditation.com/privacy/>

Clause 2 – Confidentiality

1. Party 2 hereby unconditionally and irrevocably undertakes to observe strict secrecy with regard to all information that Party 1 has provided to Party 2 within the framework of the purpose referred to in Clause 1, subclause 2.
2. Party 2 is entitled to use the information for its intended purpose only. If it is for a non-licensee the information is to be used in Party 2's personal life as a technique in self-improvement.
3. Party 2 undertakes not to use or exploit the information received, commercially or otherwise, without the explicit written consent of Party 1.
4. Nor will Party 2 sell this information or otherwise make it available or disclose it to third parties, fully or partially.
5. *For Licensees:* The Parties undertake to only share the information they receive from each other with those employees (their own or of their subsidiaries) who must be aware of this within the scope of the purpose as described in subclause 2 of this clause, subject to these employees having sworn to these Parties to observe secrecy of the information by means of a statement drawn up specifically for that purpose. The names of these employees will always be communicated in time.
6. *For Licensees:* These obligations apply to both the Parties and to any of their current and future subsidiaries engaged or to be engaged by them within this framework. The Parties hereby guarantee strict observance of these obligations by their subsidiaries. Subsidiaries of the Parties are taken to mean companies in which the Parties hold a direct or indirect majority of the issued (share) capital or have direct or indirect control of the operations of said companies.

Clause 3 – Return of documents – Licensee Members

1. Party 1 is at all times entitled to decide not to provide any further information to Party 2 and/or to demand from Party 2 the return of all information already provided in writing.

2. Party 2 will immediately cease all use of the information provided to him at the end of this agreement and return to Party 1 the information provided in writing, including any copies thereof.

Clause 4 – Penalty Clause – Licensees and Non-Licensees

1. If an obligation of Party 2 as described in Clauses 1 to 3 is violated, Party 2, without a demand or notice of default being required, will owe an immediately due and payable fine of €250,000.
2. Party 2 is also obliged to compensate any additional damage or loss of Party 1.
3. Violation of the duty of confidentiality by one of the employees of the Parties or by (one of) their subsidiaries will be deemed as a violation by that Party (agreement between the Parties)

Clause 5 – No duty of confidentiality

The obligations of Party 2 included in this agreement do not apply to information received by Party 2 of which he/she can demonstrate: that the information was already known by Party 2;

- That it was already known in the public domain, or at least generally available in the public domain;
- That it had been known or available in the public domain, without Party 2 being liable in this respect, since the date on which Party 2 received the information concerned from Party 1.

Clause 6 – Duration of duty of confidentiality

The obligations of Party 2 referred to in Clause 2 will remain in force for a period of 25 years, from the date of signing of this Agreement.

Clause 7 – Dispute resolution

1. This agreement is governed by Dutch and American Law
2. The Dutch court has jurisdiction to hear all disputes arising from this agreement are exclusively submitted to the competent District Court Limburg.

Matthew J. Breske

April 4th, 2020