



CONSULTANT AND NON-DISCLOSURE AND PROPRIETARY RIGHTS AGREEMENT

This agreement consisting of six (6) pages is between

1. PlanMagic Corporation with offices at 420 South Riverside Ave #245, Croton on Hudson, NY 10520, USA, henceforth referred to as (“PlanMagic”), and
2. “The Client”.

PlanMagic and The Client (“The Parties”) wish to preserve the trade secret and confidential status of information provided by The Parties. The Parties also wish to establish and confirm the agreement regarding proprietary rights of any template provided by PlanMagic as well as any information, images and other proprietary information provided by The Client.

They therefore agree as follows:

1. Work assignment

PlanMagic agrees to render the following service(s):

- As described on the invoice.

Your purchase of our service(s) is a declaration that you accept and will abide by this agreement.

2. Compensation

PlanMagic will be paid in full via bank transfer or online payment method such as PayPal or Stripe and includes the amount as described in the invoice. The Client agrees to reimburse PlanMagic for all actual reasonable and necessary expenditures if any, which are directly related to the Rendered Service(s).

3. Copyright

Rendered service(s) are provided solely for The Client's own use and may not be resold, rented out, or otherwise made public without PlanMagic's written consent. Upon first notice from PlanMagic, The Client will cease to resell, rent out or license the Rendered Service(s). If The Client proceeds to resell, rent out, or license the Rendered Service(s), The Client will reimburse PlanMagic the full amount of received revenues starting from the first day of such received revenues.

4. Proprietary Information

“Proprietary Information” means any information given in hard copy, oral, electronic, visual or other tangible or intangible form that is of a confidential or proprietary nature, including software, program source code, concepts, know-how, trade secrets, plans, designs, processes, formulas, manufacturing techniques, discoveries, inventions and ideas, product specifications, machinery, drawings, photographs, equipment, devices, tools and apparatus, sales and marketing data and plans, pricing and cost information, customer and supplier information and any other technical or business information which The Client discloses or reveals to PlanMagic. PlanMagic will attempt to label as confidential all Proprietary Information received from The Client. Failure to properly label will not remove the information from the scope of this Agreement if it otherwise qualifies as Proprietary Information.

All Proprietary Information and any copies of that information shall remain the property of The Client and shall be returned or destroyed by PlanMagic promptly upon request by The Client.

Nothing in this Agreement or the disclosure of Proprietary Information or other information or data under this Agreement or otherwise is intended to grant or shall be construed as granting to PlanMagic any title, rights or licenses in or under any patent, copyright or any other intellectual property right whatsoever of The Client, other than the right to use such information or data for the Purpose strictly as authorized in this Agreement.

5. Protection of Proprietary Information

For a period of five (5) years after the disclosure of any Proprietary Information, PlanMagic will not disclose the Proprietary Information to any third party without The Client's prior written consent, and will protect the Proprietary Information by using the same degree of care (but not less than a reasonable degree of care) as PlanMagic uses to protect its own proprietary information. PlanMagic will use the Proprietary Information only for the purposes described in Section 1 unless otherwise instructed by The Client.

PlanMagic shall disclose Proprietary Information of The Client only to PlanMagic's employees or contractors having a need to know and shall segregate or otherwise maintain such Proprietary Information to prevent any commingling of the same with the confidential information of others. PlanMagic shall maintain written agreements with its affected employees or contractors sufficient to enable PlanMagic to cause said employees or contractors to comply with the terms of this Agreement, and shall otherwise take appropriate measures to protect from loss Proprietary Information received hereunder. In the event of any loss, PlanMagic will notify The

Client immediately in writing. PlanMagic shall not disclose Proprietary Information of The Client to consultants, subcontractors or other independent contractors without obtaining the prior written consent of The Client.

Pursuant to this Agreement, PlanMagic shall not, and shall not knowingly permit any third party, to make modifications to the Proprietary Information for any purpose, including, but not limited to, to compete with The Client. PlanMagic shall always comply with all applicable federal, state, local and foreign laws and regulations, including compliance with any import/export laws, laws governing the transfer of technology, the transmission of data or content and those governing privacy and data protection.

6. Non-disclosure and non-reproduction

PlanMagic understands and agrees that any forwarded materials by Client constitute confidential and proprietary information of The Client. PlanMagic agrees not to duplicate or otherwise reproduce, directly or indirectly, any forwarded material(s) in whole or in part or any materials relating thereof (except that PlanMagic may make such limited number of copies of forwarded materials as is necessary for back-up purposes) without the written consent by The Client.

PlanMagic agrees to take all necessary steps to ensure that no unauthorized persons shall have access to forwarded materials and that all authorized persons having access to said forwarded materials while in the possession of such will adhere to all conditions stated in this agreement. PlanMagic will not alter or remove any copyright, trade secret, patent, proprietary and/or legal notices contained on or in copies of the forwarded materials.

7. Limited warranty

PlanMagic and its consultants do not guarantee that the Rendered Service(s) will perform substantially in accordance with the mentioned requirements. Under no circumstances is PlanMagic under any obligation to provide a hard-copy of the Rendered Service(s), enhancements, modifications, or other support, including, without limitation, phone support.

As with any business, individual results will vary greatly, and will be based on your individual capacity, business experience, knowledge, expertise, and level of desire, as well as your hard work and execution of your individual business strategies. There are no guarantees concerning the level of success you may experience. PlanMagic cannot and does not guarantee your future results and/or success. As with any business, there are unknown risks that PlanMagic cannot foresee which can and may reduce the success you might experience and/or the revenues or funding you might achieve. Each potential user of PlanMagic's programs, products, and services is advised to do his or her own due diligence when it comes to evaluating his or her earning potential utilizing PlanMagic's products and services. You agree that PlanMagic is not responsible for the success or failure of your business decisions relating to and/or your use of PlanMagic's programs, products and/or services. PlanMagic cannot and does not make any guarantees about your ability to get results or earn any money with PlanMagic's programs, products and/or services.

8. No liability for consequential damages

To the maximum extent permitted by applicable law, in no event shall the PlanMagic or its consultants be liable for any damages whatsoever (including without limitation, direct or indirect damages for personal injury, loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use or inability to use the Rendered Service(s), even if PlanMagic and its consultants have been advised of the possibility of such damages. In any case, PlanMagic's and its consultants' entire liability under any provision of this agreement shall be limited to the amount paid by you for the Rendered Service(s). Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, you herewith agree that the above limitations apply to you.

9. No adequate remedy at law

PlanMagic hereby acknowledges and agrees that the extent of damages to The Client in the event of a breach of the covenants contained in this Agreement by PlanMagic would be difficult or impossible to ascertain and that there is and will be available to The Client no adequate remedy at law in the event of any such breach. Consequently, PlanMagic agrees that in the event of such breach, The Client shall be entitled, in addition to any other remedies it may have at law, to enforce any or all the covenants contained in this Agreement by an injunction or other equitable remedy.

10. No other warranties

To the maximum extent permitted by applicable law, PlanMagic, and its consultants disclaim all other warranties, either express or implied, including, but not limited to implied warranties of merchantability and fitness for accompanying hardware or software. This limited warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

PLANMAGIC IS FURNISHING THE RENDERED SERVICE(S) ON AN "AS IS" BASIS ONLY, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR CONFORMANCE TO DESCRIPTION. PLANMAGIC DOES NOT WARRANT THAT THE RENDERED SERVICE(S) WILL BE FREE OF ERRORS OR THAT THEIR USE WILL BE UNINTERRUPTED OR SUITABLE FOR THE CLIENT'S BUSINESS OR OPERATIONAL REQUIREMENTS.

11. Customer remedies

PlanMagic's entire liability and your exclusive remedy shall be, at PlanMagic's option. By agreeing to this license agreement when purchasing a service, you forfeit the right to a refund.

12. Force majeure

Neither party will be liable for any failure, deficiency or delay in the performance of its obligations (but excluding only obligations to make payments) under this agreement due to events or conditions beyond that party's control if the party makes reasonable efforts to perform. In the event of such a force majeure, the affected party will be entitled to a reasonable extension of time for the performance of its obligations under this agreement.

13. Right to disclose

Each party hereby warrants that it has the right to disclose any Proprietary Information it discloses to the other party.

14. Severability

The invalidity, illegality or unenforceability, in whole or in part, of any provision, term or condition herein shall not affect the validity and enforceability of the remainder of such provision, term or condition or of any other provision, term or condition, and, to the extent possible, such invalid, illegal or unenforceable provision shall be replaced by a provision most nearly reflecting the fundamental objectives of the original provision.

15. Relationship of the parties

This Agreement creates no obligation to purchase, sell, develop, research, or disclose anything; it grants no license; it creates no agency, partnership or joint venture.

16. Assignment

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

17. Governing law, No Waiver & Modification

This Agreement is governed by the laws of the State of Delaware. The exclusive jurisdiction and venue for all legal actions relating to this Agreement shall be in courts of competent subject matter jurisdiction decided upon by PlanMagic.

The execution, existence and performance of this Agreement shall be kept confidential by the Parties and shall not be disclosed by a Party without the prior written approval of the other Party. The termination or expiry of this Agreement shall not relieve PlanMagic of the obligations imposed by this Agreement in respect to Proprietary Information received prior to the date of the termination or expiry. Failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or any right or entitlement under it.

This Agreement constitutes the entire agreement between the Parties and supersedes and cancels any prior representations, negotiations, commitments, undertakings, communications, understandings and agreements between the Parties with respect to the subject matter hereof. This Agreement may not be modified or amended except in writing signed by authorized representatives of The Parties.

This agreement was last amended on January 1st, 2020.