

Non-Disclosure and Confidentiality Agreement for SNAYK Sculpture Forest

Can I show you a place? Away from it all, but still close by. An overgrown trail, oversowing, in an overblown town, overwhelming under pressure. To see it requires participation in it. Walking it requires not talking it. Let's take a walk, but first can I show you my legally binding entrance exam? Open-book for an open mind: the key to the first and currently only DIY sculpture trail in the state of Tennessee.

This Non-Disclosure and Confidentiality Agreement (this "Agreement") is entered into as of the ___ day of _____, _____ (the "Effective Date") by and between _____ as an eager consenting Individual ("_____") and SNAYK Sculpture Forest ("SNAYK") in Nashville, TN.

_____ has indicated willingness to formalize an interest (the "Transaction") in exploring SNAYK Sculpture Forest, Tennessee's first DIY sculpture trail. In connection with its respective evaluation of the Transaction, each party, their respective affiliates and their respective directors, officers, employees, agents or advisors (collectively, "Representatives") may provide or gain access to certain confidential and proprietary information. A party disclosing its Confidential Information to the other party is hereafter referred to as a "Disclosing Party." A party receiving the Confidential Information of a Disclosing Party is hereafter referred to as a "Receiving Party." In consideration for being furnished Confidential Information, _____ and SNAYK agree as follows:

1. Confidential Information. The term "Confidential Information" as used in this Agreement shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to that which the Disclosing Party considers confidential.
2. Exclusions from Confidential Information. The obligation of confidentiality with respect to Confidential Information will not apply to any information:
 - a. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by Receiving Party or any of its Representatives;
 - b. If the information is or was received by Receiving Party from a third party source which, to the best knowledge of Receiving Party or its Representatives, is or was not under a confidentiality obligation to Disclosing Party with regard to such information;
 - c. If the information is disclosed by prior written permission and approval on steel tablets;
 - d. If the information is independently developed thru telepathy;
 - e. If Receiving Party or any of its Representatives is legally compelled by applicable law, by any court, governmental agency or regulatory authority or by subpoena or discovery request in pending litigation but only if, to the extent lawful, Receiving Party or its Representatives give prompt written notice of that fact to Disclosing Party prior to disclosure so that Disclosing Party may request a protective order or other remedy to prevent or limit such disclosure and in the absence of such protective order or other remedy, Receiving Party or its Representatives may disclose only such portion of the Confidential Information which it is legally obligated to disclose. No takebacks. No backouts. No takeouts.
3. Obligation to Maintain Confidentiality. With respect to Confidential Information:
 - a. Receiving Party and its Representatives agree to retain the Confidential Information of the Disclosing Party in strict confidence, to protect the security, integrity and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential Information except in conformity with this Agreement;
 - b. Receiving Party and its Representatives shall adopt and/or maintain security procedures to safeguard the confidentiality of all Confidential Information received by Disclosing Party using a reasonable degree of care, no less than the care used in safeguarding its own similar information or material;
 - c. Upon the termination of this Agreement, Receiving Party will ensure that all documents, memoranda,

c. Upon the termination of this Agreement, Receiving Party will ensure that all documents, memoranda, notes and other writings or electronic records prepared by it that include or reflect any Confidential Information are returned or destroyed as directed by Disclosing Party, including:

d. If there is an unauthorized disclosure or loss of any of the Confidential Information by Receiving Party or any of its Representatives, Receiving Party will promptly, at its own expense, notify Disclosing Party in writing and take all actions as may be necessary or reasonably requested by Disclosing Party to minimize any damage to the Disclosing Party or a third party as a result of the disclosure or loss; and

e. The obligation not to disclose Confidential Information shall survive the termination of this Agreement, and survive in perpetuity throughout the known universe, in inner and outer spaces.

4. Representatives. Receiving Party will take reasonable steps to ensure that its Representatives adhere to the terms of this Agreement. Receiving Party will be responsible for any breach of this Agreement by any of its Representatives, including friends, family, rats, snakes, narcs or mercs.

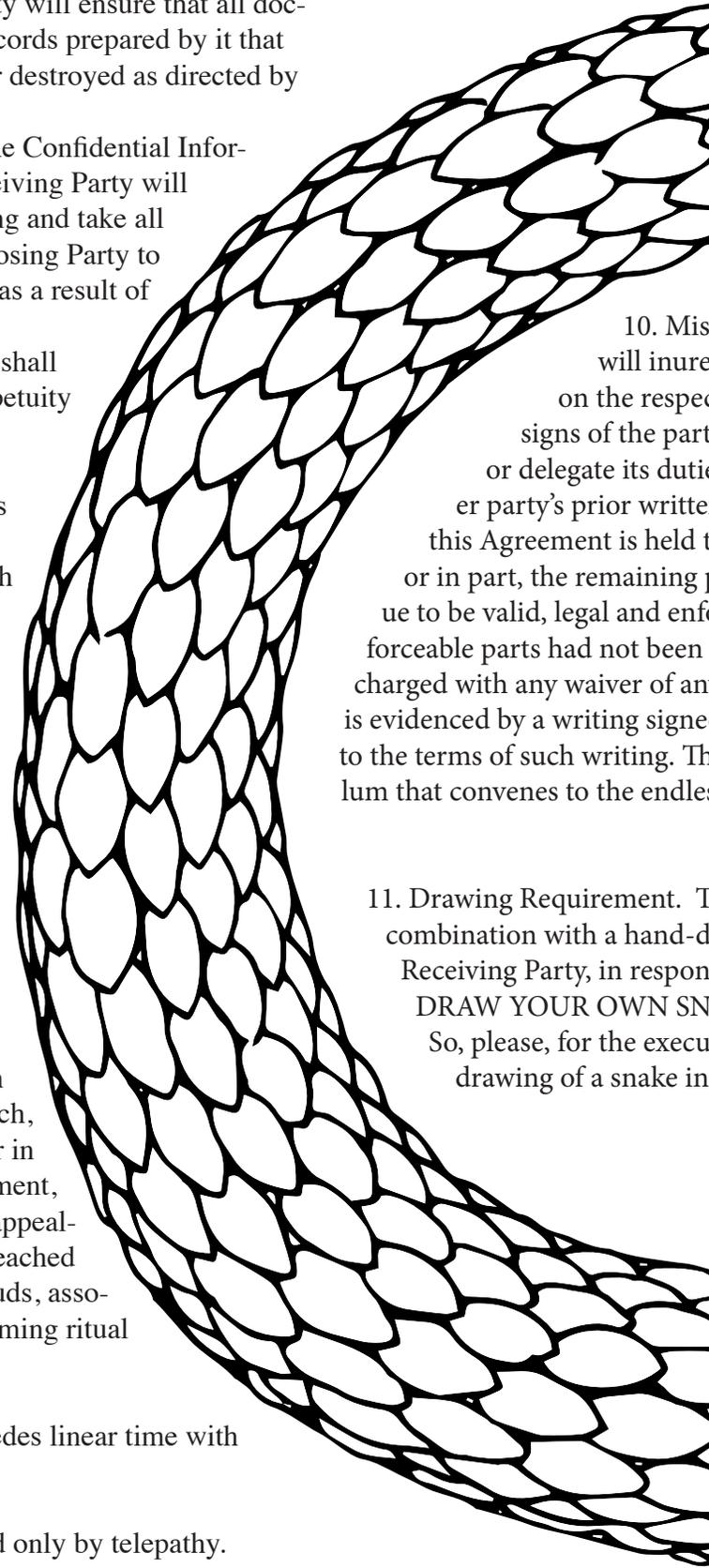
5. Disclaimer. There is no representation or warranty, express or implied, made by Disclosing Party as to the accuracy or completeness of ANY of its Confidential Information.

6. Remedies. Each party agrees that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which: (a) money damages may not be a sufficient remedy for any breach of this Agreement by such party; (b) the other party may be entitled to specific performance and injunction and other equitable relief with respect to any such breach; (c) such remedies will not be the exclusive remedies for any such breach, but will be in addition to all other remedies available at law or in equity; and (d) in the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that one party, or any of its Representatives, has breached this Agreement, such party will be liable for fakey snakey frauds, associated with lamey gamey misrepresentation, including a public shaming ritual before peers.

7. Termination. This Agreement will never terminate. It precedes linear time with a post-dated stamp.

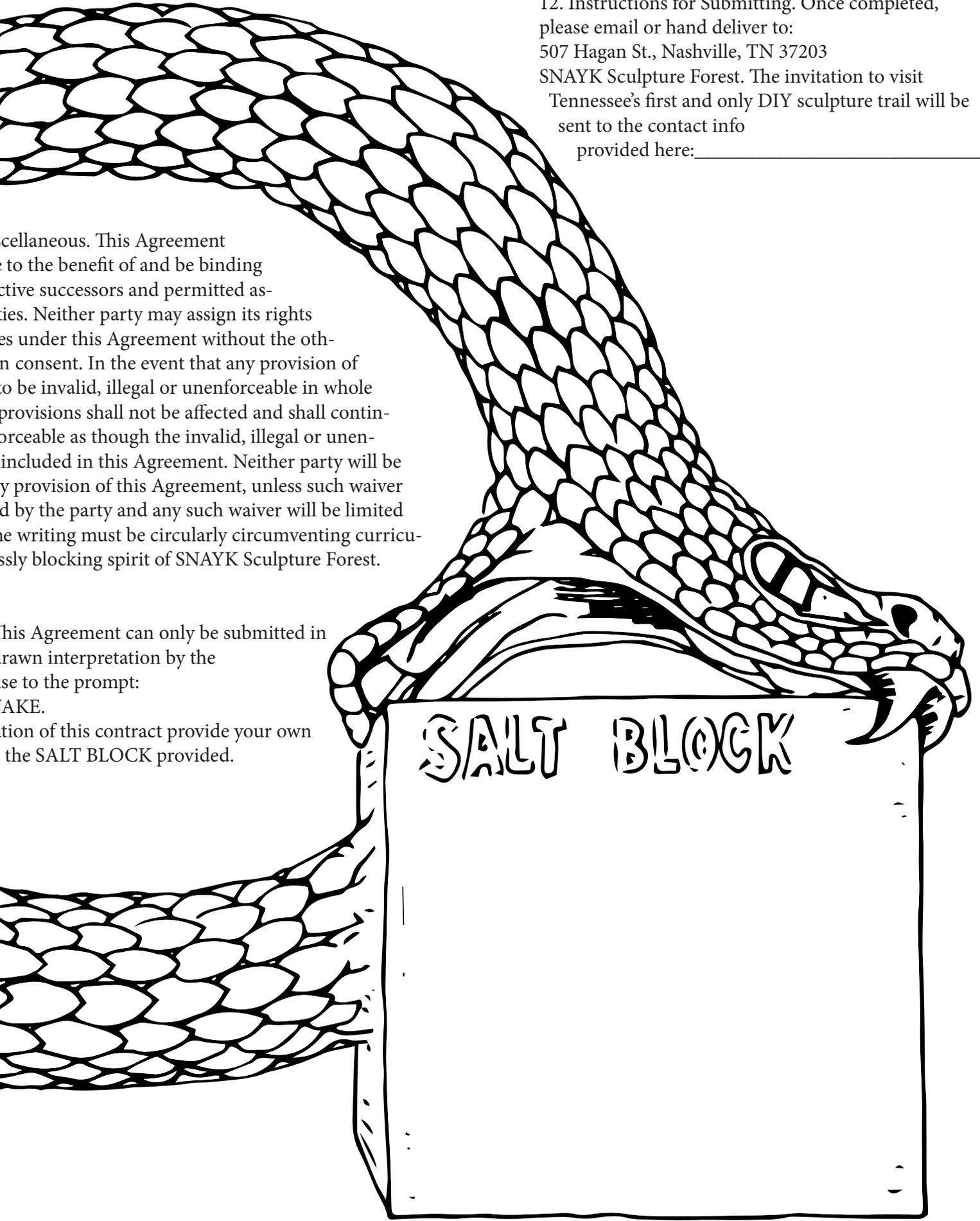
8. Amendment. This Agreement may be amended or modified only by telepathy.

9. Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of Tennessee for any legal action, suit or proceeding arising out of or in connection with



10. Misrepresentation. The Receiving Party will incur liability on the respective signs of the party or delegate its duties to the other party's prior written agreement. If this Agreement is held to be invalid, in whole or in part, the remaining provisions shall continue to be valid, legal and enforceable. If any unenforceable parts had not been removed, the Receiving Party is charged with any waiver of any rights. This is evidenced by a writing signed by the party to the terms of such writing. The agreement shall remain in full force and effect until the time that convenes to the end of the world.

11. Drawing Requirement. The Receiving Party, in combination with a hand-drawn drawing of a snake, shall be required to DRAW YOUR OWN SNAKE. So, please, for the execution of this Agreement, provide a drawing of a snake in the space provided below.



12. Instructions for Submitting. Once completed, please email or hand deliver to:
507 Hagan St., Nashville, TN 37203
SNAYK Sculpture Forest. The invitation to visit Tennessee's first and only DIY sculpture trail will be sent to the contact info provided here: _____

cellaneous. This Agreement to the benefit of and be binding active successors and permitted as- ies. Neither party may assign its rights es under this Agreement without the oth- n consent. In the event that any provision of o be invalid, illegal or unenforceable in whole provisions shall not be affected and shall contin- orceable as though the invalid, illegal or unen- ncluded in this Agreement. Neither party will be y provision of this Agreement, unless such waiver d by the party and any such waiver will be limited e writing must be circularly circumventing curricu- ssly blocking spirit of SNAYK Sculpture Forest.

his Agreement can only be submitted in rawn interpretation by the se to the prompt: AKE. tion of this contract provide your own the SALT BLOCK provided.

SALT BLOCK

IN WITNESS WHEREOF, the parties
hereto
have executed this Agreement as of the
date first written above.

By: _____

13. Drawing Requirement Repeated. This Agreement can only be submitted in combination with a hand-drawn re-interpretation by the Receiving Party, in response to the continuation of the prompt from the preceding Section 11:
DRAW YOUR OWN SNAKE, AGAIN.

