

These terms and conditions ("Agreement") are entered into by and between customer, hereinafter referred to as the "Customer," and Deer Tree Farms LLC, hereinafter referred to as the "Business." This Agreement sets forth the terms and conditions governing the use of the products or services provided by the Business.

- **Acceptance of Terms** By accessing or using the products or services provided by the Business, the Customer agrees to be bound by the terms and conditions outlined in this Agreement. If the Customer disagrees with any part of these terms and conditions, they must not use the products or services offered by the Business.
- **Products or Services** The Business agrees to provide the Customer with the products or services as described and agreed upon by both parties. The nature, scope, and duration of the products or services shall be specified in a separate agreement or purchase order.
- **Payment and Fees** The Customer shall pay the fees as agreed upon for the products or services provided by the Business. Payment terms and methods will be mutually agreed upon between the Customer and the Business. The Customer shall be responsible for any additional fees, such as taxes or transaction charges, unless otherwise specified.
- **Intellectual Property** Any intellectual property rights, including but not limited to trademarks, copyrights, or patents, associated with the products or services provided by the Business shall remain the property of the Business. The Customer shall not reproduce, distribute, or use the intellectual property of the Business without obtaining prior written permission.
- **Confidentiality** Any information, data, or materials provided by either party to the other, which is designated as confidential or should reasonably be understood to be confidential, shall be treated as confidential. The Customer agrees not to disclose or use any confidential information for purposes other than those related to the products or services provided by the Business, unless authorized in writing.
- **Limitation of Liability** The Business shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the use or inability to use the products or services provided. The Customer acknowledges that the use of the products or services is at their own risk.

- **Termination** Either party may terminate this Agreement upon written notice to the other party. The Customer shall be responsible for any outstanding fees or charges up to the date of termination.
- **Governing Law and Jurisdiction** This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction]. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in [Jurisdiction].
- **Entire Agreement** This Agreement constitutes the entire understanding between the Customer and the Business concerning the subject matter herein and supersedes all prior agreements, understandings, or representations, whether written or oral.

By using the products or services provided by the Business, the Customer acknowledges that they have read, understood, and agreed to the terms and conditions of this Agreement.

Non-Disclosure Agreement (NDA) - Customer to Business Relationship

This Non-Disclosure Agreement ("Agreement") is made between Deer Tree Farms LLC, hereinafter referred to as the "Disclosing Party," and Customer, hereinafter referred to as the "Receiving Party." Collectively referred to as the "Parties."

Definition of Confidential Information

1.1 "Confidential Information" refers to any non-public, proprietary, or confidential information disclosed by the Disclosing Party to the Receiving Party. This may include, but is not limited to, trade secrets, business strategies, financial data, customer lists, pricing information, marketing plans, product information, software, intellectual property, and any other information that the Disclosing Party considers confidential.

Non-Disclosure Obligations

2.1 Confidentiality: a. The Receiving Party acknowledges that the Confidential Information is valuable, sensitive, and proprietary to the Disclosing Party. b. The Receiving Party agrees to hold the Confidential Information in strict confidence and not to disclose, reveal, distribute, or use it for any purpose other than as expressly authorized by the Disclosing Party.

2.2 Non-Disclosure Period: a. The Receiving Party's non-disclosure obligations shall commence on the effective date of this Agreement and shall continue for 10 years.

2.3 Exceptions to Confidentiality: a. The Receiving Party's non-disclosure obligations shall not apply to information that: i. Is or becomes publicly available through no fault of the Receiving Party. ii. Was already known to the Receiving Party prior to its disclosure by the Disclosing Party, as evidenced by written records. iii. Is rightfully obtained by the Receiving Party from a third party without any breach of confidentiality obligations. iv. Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party provides prompt notice to the Disclosing Party prior to any such required disclosure.

Protection of Confidential Information

3.1 Duty of Care: a. The Receiving Party agrees to exercise reasonable care to protect the Confidential Information from unauthorized access, use, or disclosure. b. The Receiving Party shall implement appropriate safeguards to maintain the confidentiality of the Confidential Information, using the same degree of care as it employs to protect its own confidential information.

3.2 Use of Confidential Information: a. The Receiving Party shall use the Confidential Information solely for the purpose of completing required paperwork to conduct business between Deer Tree Farms LLC and the receiving party as authorized by the Disclosing Party. b. The Receiving Party shall not use the Confidential Information for its own benefit or for the benefit of any third party without the prior written consent of the Disclosing Party.

Remedies

4.1 Injunctive Relief: a. The Parties acknowledge that any breach or threatened breach of this Agreement may cause irreparable harm for which monetary damages may not be an adequate remedy. b. In the event of a breach or threatened breach, the Disclosing Party shall be entitled to seek injunctive relief and specific performance, in addition to any other legal remedies available.

4.2 Attorneys Fees: The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this agreement.

Governing Law and Jurisdiction

5.1 This Agreement shall be governed by and construed in accordance with the laws the county and state wherein the receiving party presides. Any legal action or proceeding arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts located within the county and state wherein the receiving party presides.

Non-binding

6.1 Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussion contemplated by this Agreement concerning the business conducted between Deer Tree Farms and the receiving party.

Entire Agreement

7.1 This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter herein and supersedes all prior discussions, negotiations, and agreements.