

NDA AGREEMENT REGARDING CONFIDENTIAL INFORMATION, INVENTION ASSIGNMENT AND NON-SOLICITATION

As a Member of Gary Grinberg's proprietary and bespoke services named here [**#GG33 Numerology, Chinese Astrology, Vedic Astrology, Western Astrology, Shadow Astrology, Stock Market/Gann Classes,(including @Thewealthyman28 and @28Manifestor), Weaponized Psychology System, Sports Betting Picks(SPORTSCODE), D33p 7nsights, D33p Destinations, D33p Wealth, D33per Wealth, D33per 7nsights and D33per Forever Content, Beyond D33p, D33p Designs, D33per Designs, D33p Dreams, Craft line Career Reports, and Craft line Private Account, all Craft line content, Mentorships, Private Educational classes, Webinars, Seminars, Influencer Sessions,**] including those having entertainment aspects and which may be available from Gary's subsidiaries, Students, affiliates, successors or assigns (collectively, the "Company"), and in consideration of the compensation now and hereafter paid by me, and my continued relationship with the Company,

I, -----

hereby agree as follows:

1 . Definitions. As used in this Agreement, the following capitalized terms shall have the meanings indicated; other capitalized terms shall have the meanings indicated elsewhere in this Agreement.

a. "Confidential Information" means confidential, secret or proprietary information and materials that are owned by the Company, that are received from a third party by the Company under an obligation to keep such information or materials confidential, or that relate to the Company's historic al, current or planned business or business activities , regardless in what form or medium such information and materials may exist. Such information and materials include, but are not limited to, all information not generally known to the public that relate to any of the following:

1.1. inventions, methods, processes, formulas, designs, developments, technology, technical data, research and development, products, policies and practices of the Company;

1.2. investments and investment strategies of the Company;

1.3. markets, marketing plans and proposals of the Company;

1.4. client & member lists, files and all information relating to individual clients and persons for whom the Company performs services, or with whom Member has contact during the course of Members consumption of services related to the Company's current or planned business or business activities;

1.5. information that the Company designates as "confidential" or "proprietary"; and

1.6. all other information that Member or the Company would

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reasonably expect to be confidential or proprietary information of the Company or of a third party from whom the Company received the information in confidence.

"Inventions" means inventions, original works of authorship, developments, concepts, improvements and trade secrets and Proof of Concepts.

"Systems" means processes, workflows, operating procedures.

2.

d. "Prior Inventions" means Inventions which Member solely or jointly conceived or developed or reduced to practice, or caused to be conceived or developed or reduced to practice, prior to Member's consumption of services with the Company, and which relate to the Company's current or planned business or business activities, products or research and development.

Maintaining Confidential Information. Member acknowledges and agrees as follows: a. All Confidential Information are trade secrets of the Company and shall

be entitled to all protections given by law to trade secrets;

b. All Confidential Information shall be the sole and exclusive property of the

Company; and

c. Unless authorized in a writing signed by Gary Grinberg only, Member will not, during consumption of services with the Company or at any time after the termination of those services for any reason whatsoever, (i) disclose or make known to any person, firm, corporation or other entity, any Confidential Information, or (ii) use for Members own benefit, or the benefit of others, any Confidential Information (except as required in the course of employment with the Company); and

d. This information will not be revealed in any electronic, verbal, written, Social Media and in person mediums.

e. Membership will not directly or indirectly help or assist any other person to do any of the prohibited acts listed in this Section2.

f. Nothing herein shall be construed to prohibit the Member from communicating directly with, cooperating with, or providing information to, any government regulator, including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Federal Trade Commission, or the U.S. Department of Justice.

Retaining and Assigning Inventions and Original Works.

Inventions and Original Works Retained by Member. Attached hereto as

Exhibit A is a list describing all of Member's Prior Inventions or Member's written acknowledgement that Member has no Prior Inventions.

Any and all such Prior Inventions are not assigned to the Company. If in the course of Member's consumption of the services with the Company, Member incorporates into a Company product, process or machine a Prior Invention owned by Member or in which Member has an interest, Member hereby grants to Company, and Company shall have, a non-exclusive, royalty free, irrevocable, perpetual, worldwide license (with rights to sublicense) to make, have made, modify, use, offer for sale, sell and distribute such Prior Invention.

Notwithstanding the foregoing, Member agrees that Member will not incorporate, or permit to be incorporated, Prior Inventions into any Company product, process or machine without the Company's prior written consent.

Inventions and Original Works Assigned to the Company. Member acknowledges that all original works of authorship which are made by Member (solely or jointly with others) within the scope of Member's

consumption of services and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

c. Maintenance of Records. Member agrees to keep and maintain adequate and current written records of all Inventions made by Member (solely or jointly with others) during the term of Member's consumption of the services from the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

4 Inventions Assigned to the United States. Member agrees to assign to the United States government all of Member's right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies.

Patent and Copyright Registrations. Member agrees to assist the Company, or its designee, at the Company's expense, in every proper way to secure and enforce the Company's rights in the Inventions as set forth above and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for, obtain and maintain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and

exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating there to. Member further agrees that Member's obligation to execute or cause to be executed, when it is in Member's power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of Member's mental or physical incapacity or for any other reason to secure Member's signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions assigned to the Company as set forth above, then Member hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Member's agent and attorney in fact, to

act for and in Employee's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Member that time provide to the Company in writing all evidence necessary to substantiate that belief.

Non-Solicitation of Members. Member agrees that for a period of 5 (5) years after termination of services (for any reason, whether voluntary or involuntary) , Member will not request, solicit or induce (or attempt to engage in or assist others in engaging in any of these actions) any employee or other person who performed work or services for the Company within two (2) years prior to the termination of Member's employment with the Company, to perform work or services for any person or entity other than the Company .

General Provisions.

Representations. Member shall execute any proper oath or verify any proper document required to carry out the terms of this Agreement. Member represents that Member's performance of all the terms of this Agreement will not breach any agreement (i) to keep in confidence proprietary information acquired by Member in confidence or in trust prior to Member's consumption of services by the Company or (ii) to assign inventions , original works of authorship , developments, concepts, improvements and trade secrets to any former similar service provider or any other third party.

Acknowledgment. Member acknowledges that Member has had the opportunity to consult legal counsel in regard to this Agreement, that Member has read and understood this Agreement, that Member is fully aware of its legal effect, and that Employee has entered into it freely and voluntarily and based on Member's own judgment and not on any representations, understandings, or promises other than those contained in this Agreement.

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Governing Law, Jurisdiction and Venue. This Agreement will be governed by the laws of the State of Ohio, without giving effect to the conflicts law principles thereof and the parties irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in Cleveland, Ohio for any dispute, interpretation, controversy or claim arising out of or relating to this Agreement.

Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and Member relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by both parties.

Severability. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

Successors and Assigns. This Agreement will be binding upon Member's heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

Future Agreements. From time to time during Member's consumption of services, Member may be asked to sign updated agreements concerning proprietary information, assignment of inventions, non-solicitation and/or similar agreements. Signing updated versions of such agreements, as Member may be requested to do from time to time, is a condition to continued consumption of Company's services.

Compensation: In case of breach, the Member promises to pay the Company 350,000 (US\$) and all other income and liquid loss of income and damages, fees, interest and expenses incurred by the company as a result of the liquid damages caused by the action of the Member and any additional penalties as administered by the Court of Law.

Date:

SIGN

PRINT NAME