

# **Non-Disparagement Clause**

**Effective October 21, 2019**

## **1. Simple Clause**

Subscriber ("Herein includes any of its Employees, Subcontractors, Consultants, Affiliates and Associates") agrees that he/she or it will not disparage or comment negatively about Santarlas Global, Inc., d/b/a My Private Eye® (hereinafter referred (SG), its Officers and/or Management, Subcontractors, Consultants, Affiliates, Associates and/or Current or Former Employees.

Subscriber also agrees to take no action which is intended, or would reasonably be expected, to harm SG, its Officers and/or Management, Subcontractors, Consultants, Affiliates, Associations and/or Current or Former Employees or its' or their reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to SG, its Officers and/or Management, Subcontractors, Consultants, Affiliates, Associates and/or Current or Former Employees.

## **2. Definition of Disparage**

Any negative statement, whether written or oral, that impugn the character, honesty, integrity, morality or business acumen or abilities in connection with any aspect of the operation of business of SG and/or any of its' Officers, Managers, Employees, Subcontractors, Consultants, Affiliates or Associates and/or Current or Former Employees.

## **3. Detailed Clause**

### Non-Disparagement

Each Subscriber agrees that neither it nor any of its' Employees, Subcontractors, Consultants, Affiliates and/or Associates will, and it will cause each of its' Employees, Subcontractors, Consultants, Affiliates and Associates not to, directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, SG or any of its directors, officers, Affiliates, subsidiaries, employees, agents or representatives (collectively, the "Company Representatives"), or that reveals, discloses, incorporates, is based upon, discusses, includes or otherwise involves any confidential or proprietary information of SG or its subsidiaries or

Affiliates, or to malign, harm, disparage, defame or damage the reputation or good name of SG, its business or any of the SG Representatives.

### **3.1 Time Period**

This Non-Disparagement provision is applicable from the commensuration date of your subscription with SG to (1) one-year after the end of the business relationship with SG.

### **3.2 Exception-Legal Proceedings or Governmental Investigation**

Nothing herein shall prevent Subscriber from making any truthful statement(s) in connection with any legal proceeding or criminal investigation of SG by any governmental and/or law enforcement authority.

## **4. Assignment of Copyright**

Subscriber agrees to assign to SG the copyright over any reviews, articles, blogs, and/or any other written statement/communication that you or members of your entity write, record, author, or cause to be published about SG and/or about their Company Representatives, beginning from the commensuration of your subscription.

## **5. Liquidated Damages Provisions.**

In the event Subscriber breaches any component of this Non-Disparagement clause during the Time Period (Refer to Section 3.1), Subscriber acknowledges and agrees that it would be impractical or extremely difficult to ascertain the amount of actual damages to SG. For this reason, Subscriber agrees that any violation of the Non-Disparagement provision of this Agreement shall result in the imposition of liquidated damages, in the amount of One-Thousand Nine-Hundred Eighty U.S. Dollars (\$1,980.00), per each occurrence, to be paid by Subscriber to SG, which represents the reasonable compensation for the loss incurred because of the breach. The estimate damages equal one (1) year of SG service. All parties agree that the amount of liquidated damages is fair and reasonable and would not act as a penalty to the breaching party.

Subscriber agrees to grant SG the legal authority to charge your or its' credit/debit card on file or the credit/debit card previously submitted by you for any and all liquidated damages pertaining to this non-disparagement clause.

## **6. Updates**

This non-disparagement clause and the terms and conditions of service may be updated at any point in time by SG without any notification to the Subscriber.

## **7. Applicability**

This non-disparagement clause is binding upon ALL Subscribers (Paying or Not-Paying) and Users including those that are in the 7-Day Free Trial stage.

## **8. Material Breach**

Subscriber agrees and acknowledges that this non-disparagement provision is a material term of the Trial Period License Agreement and the Terms and Conditions of Service Agreement, the absence of which would have resulted in SG refusing to enter into the Agreement.

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