

# NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the “Agreement”), effective on the **Effective Date** (as defined in **Exhibit A**) between **Company** (as defined in **Exhibit A**), for itself and its subsidiaries and affiliates, and **Expert** (as defined in **Exhibit A**), is entered into to protect confidential information disclosed by either party to the other and vest ownership of certain intellectual property in the Company.

The parties agree as follows:

**1. Confidential Information.** For purposes of this Agreement, the party disclosing Confidential Information is the “Discloser,” and the party receiving Confidential Information is the “Recipient.” Confidential Information means all information concerning the parties’ business including, but not limited to, all tangible, intangible, visual, electronic, present, or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, software code, algorithms, data flows, data, designs, and know-how; (d) business information, including operations, planning, marketing interests, customer lists, and products; and (e) the terms of any agreement between Company and Expert and the discussions, negotiations and proposals related to that agreement.

Information provided by Expert must be clearly labeled and identified as “Experts Confidential Information” or it will not be considered Confidential Information. All information provided by Company to Expert is assumed to be Confidential Information unless otherwise specified in writing.

**2. Confidential Information Exceptions.** The Recipient does not have an obligation to protect Confidential Information that is: (a) in the public domain through no fault of the Recipient; (b) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party; (c) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure; (d) independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information; or (e) disclosed with the prior written consent of the Discloser. If Confidential Information is required to be produced by law, court order, or governmental authority, the Recipient must immediately notify the Discloser of that obligation. The Discloser may move the ordering court or authority for a protective order or other appropriate relief.

**3. Term.** The Initial Term (as defined in **Exhibit A**), unless modified subsequently in writing by the parties.

**4. Use of and Duty of Care to Protect Confidential Information.** The Recipient will use the Confidential Information only to further the relationship between the parties. Confidential Information may not be used or disclosed without the written consent of the Discloser. Each party agrees that the other may disclose Confidential Information it receives to its subsidiaries or affiliates (or agents who have a need to know and have a non-disclosure obligation at least as

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restrictive as this Agreement), subject to the terms of this Agreement. The Recipient must provide at least the same reasonable care to avoid disclosure in breach of this Agreement or unauthorized use of the Confidential Information as it provides to protect its own similar confidential information. The Recipient will not reproduce Confidential Information except to accomplish the purpose of this Agreement.

**5. Ownership.** Property described in Section 17 herein shall, at all times, be the property of the Company. Other Confidential Information remains the property of the Discloser. No rights, licenses, trademarks, inventions, copyrights, patents, or other intellectual property rights are implied or granted under this Agreement, except (i) as provided herein under Work-Made-For-Hire, and (ii) to use the Confidential Information as provided in this Agreement. On termination of this Agreement or at the Discloser's request, all written, recorded, graphical, or other tangible Confidential Information, including copies, owned by Discloser, must be returned or destroyed.

**6. Breach of Agreement.** Any claim a party has for breach of this Agreement must be filed (a) within 1 year of Discloser's first knowledge of the breach, and (b) no later than 1 year after the expiration of the period that the Recipient has a duty to protect the Confidential Information.

**7. Right to Enjoin Disclosure.** The parties acknowledge that a Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of this Agreement the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not alter any other remedies available to either party. The party who has breached or threatened to breach this Agreement will not raise the defense of an adequate remedy at law.

**8. No Partnership or Joint Venture Formed.** The exchange of Confidential Information between the parties is not and does not create a partnership, joint venture, or other form of legal entity or business enterprise. Any business relationship between the parties will be governed by a separate agreement.

**9. Export Compliance.** Each party will comply with the applicable United States' export laws and regulations for any technical data exchanged under this Agreement.

**10. Miscellaneous.** Each party acknowledges that the other party may be performing the same or similar services for others in the same industry and that a party may use the same personnel to provide those services to others in the same industry and to develop new products and services. These personnel must continue to abide by the terms of this Agreement.

**11. General.** This Agreement: (a) is governed by the laws of the Jurisdiction (as defined in **Exhibit A**), without regard for its choice of law provisions; all disputes shall be exclusively brought in the Venue (as defined in **Exhibit A**); (b) represents the parties' entire understanding regarding Confidential Information, and supersedes any prior agreements or discussions, written or oral, regarding Confidential Information; (c) may be modified only by written amendment signed by the parties' officers or authorized designees; (d) is to be considered severable, and if

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any provision of this Agreement is illegal or unenforceable, the unaffected provisions will remain in effect; (e) contains headings for reference only; these headings have no effect on any provision's meaning; and (f) does not extend to any third-party beneficiaries. If either party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party.

**12. Notices.** The parties shall receive notices pursuant to this Agreement either (i) through the then current legal notice email ("Notice Email") of each respective party as specified in their account on the ContractHub.Com Platform; or, (ii) on the ContractHub.Com Platform.

**13. Electronic Signature.** Each of the parties agrees that its electronic signature is the legal equivalent of its respective manual signature to this Agreement. Each of the parties agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide to the other, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes its signature ("E-Signature"), acceptance and agreement as if physically signed by such party. Each of the parties further agree that no certification authority or other third-party verification is necessary to validate such E-Signature and that the lack of such certification or third-party verification will not in any way affect enforceability of its respective E-Signature for this Agreement and any other agreements entered amongst the parties. Each party to this Agreement understands that any and all acceptances on the ContractHub.Com Platform is intended to be binding in all respects.

**14. Mediation.** If a dispute arises from or relates to this Agreement or the alleged breach thereof, and if the dispute cannot be settled through good faith negotiations between the parties within 15 days of a party's written request for mediation to the other party, then the parties agree to endeavor first to settle the dispute by mediation administered by ContractHub Mediation (or any other mediation entity acceptable to both parties), before resorting to arbitration.

Each party shall bear its own costs and split the mediation fees. If a party shall fail to pay its share of the mediation costs, then the party advancing costs for mediation may charge interest at the highest rate permissible by law on such non-payment amount and receive reimbursement for reasonable legal fees and collection costs. Each party acknowledges and agrees that such non-payment provision is reasonable and necessary. Notwithstanding the foregoing, no party shall be responsible for another party's legal expenses incurred in relation to any mediation.

**15. Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration, before one arbitrator selected by the parties (If all parties to the dispute agree, a mediator involved in the parties' mediation may be asked to serve as the arbitrator). If the parties cannot agree within ten (10) days' notice to the other party on the selection of the arbitrator, such dispute can be submitted by either party to JAMS or the American Arbitration Association, using the most expedited rules of procedure available at the time the dispute is filed.

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**Judgment on the award may be entered in any court having jurisdiction. Each party shall bear its own costs and split the arbitration fees. If a party shall fail to pay its share of the arbitration costs, then the party advancing costs for arbitration may charge interest at the highest rate permissible by law on such non-payment amount and receive reimbursement for reasonable legal fees and collection costs. Each party acknowledges and agrees that such non-payment provision is reasonable and necessary. Notwithstanding the foregoing, no party shall be responsible for another party's legal expenses incurred in relation to any arbitration.**

**16. Attorneys' Fees.** In the event that any suit or action is instituted to contest the validity or enforceability of Sections 14 or 15 of this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

**17. Work-Made-For-Hire.** To the extent permitted by law, all rights worldwide with respect to any and all intellectual or other property of any nature produced, (i) created or suggested by Expert during the course of, and (ii) in furtherance of, Expert's engagement with the Company; or, resulting from Expert's services to the Company, shall be deemed to be a work-made-for-hire and shall be the sole and exclusive property of Company. To the extent that any such intellectual property does not qualify as a work-made-for-hire, Expert hereby assigns and transfers, now and in the future, exclusively to Company all right, title and interest in, and to, such property for any and all purposes of Company. Expert agrees to execute, acknowledge and deliver to Company, at Company's request, such further documents as Company finds reasonably appropriate to evidence Company's rights in such property. All property not intended to be covered by this Section 15, shall be either (i) clearly labeled and disclosed as such by Expert as "Experts Confidential Information" in advance of disclosure, or (ii) itemized in a separate agreement.

**18. Notice of Immunity.** I acknowledge that via this paragraph Company is providing me with written notice that the Defend Trade Secrets Act, 18 U.S.C. § 1833(b), provides immunity for the disclosure of a trade secret to report a suspected violation of law and/or in an anti-retaliation lawsuit, in that (i) an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, in each case solely for the purpose of reporting or investigating a suspected violation of law, or where such disclosure is made via a complaint or other document filed in a lawsuit or other proceeding, as long as such filing is made under seal, and (ii) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the relevant trade secret to the individual's attorney and may use such trade secret information in the applicable court proceeding, as long as any document containing such trade secret is filed under seal, and as long as the individual does not disclose such trade secret, except pursuant to court order.

**[EXHIBIT AND SIGNATURES FOLLOW ON NEXT PAGE]**