

[COMPANY NAME]

NONDISCLOSURE AGREEMENT

THIS AGREEMENT dated as of _____, by and between _____ whose address is _____, (hereinafter referred to as "Contractor") on the one hand, and _____, a _____ with its main office at _____ (hereinafter referred to as the "Company"), on the other hand (hereinafter referred to collectively as the "Parties").

WHEREAS, the Parties have determined to establish terms governing the confidentiality in order that Company will disclose certain information to the Contractor in connection with the Contractor and Company furthering discussions regarding a transaction or in connection with providing goods or services to the Company (the "Purpose");

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereto hereby covenant and agree as follows:

1. "Confidential Information" means any information in any form furnished to Contractor by Company (or its other contractors) or developed by Contractor in connection with the Purpose, including, without limitation all proprietary technical information, financial data, trade secrets, whether written or oral, customer lists, vendor lists, product or service plans and designs, research and development information, computer hardware, computer object, source and script code, computer data bases, customer data, input and output data, operating parameters, drawings, marketing strategies, pricing policies, any method, procedure or other know-how, all written or electronically stored data and documentation and copies, abstracts, summaries, or analyses of the above categories of information.
2. Exclusions from "Confidential Information." "Confidential Information" does not include any information that: (i) becomes published or is in the public domain other than an unauthorized disclosure or use by the Contractor, (ii) any information currently in the possession of Contractor without a duty of confidentiality or (iii) any information independently developed or discovered by the Contractor without reliance on any Confidential Information provided by the Company, as demonstrated in each case by documentary evidence.
3. Covenant to Keep Confidential. Contractor agrees to that during the duration of this Agreement, or the conduct of the Purpose, whichever is later, and thereafter, the Company Confidential Information shall be kept strictly confidential by Contractor, used for the sole benefit of Company in connection with the provision of services to the Company, and that Contractor shall not nor authorize any party to use such information in whole or in part in any way for any other party or any other purpose. The duty to keep confidential requires that Contractor only store Confidential Information on premises under its dominion and control and to only store electronic copies of the Confidential Information on computer systems under its

exclusive dominion and control, or in the case of third party information technology services (an "IT Service"), only if Contractor has a binding confidentiality obligation from such IT Service that would protect the Company's Confidential Information as required under this Agreement and (i) establishes Company as a third party beneficiary and (ii) where a duly executed copy has been provided to the Company. Contractor will be responsible for any breach of its promise to keep confidential.

4. Defend Trade Secrets Act Compliance. Pursuant to the Defend Trade Secrets Act of 2016, Contractor understands that an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

5. Protected Rights; SEC Compliance. In accordance with the Defend Trade Secrets Act Compliance section of this agreement, Contractor understands that nothing contained in this Agreement limits Contractor's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission, or any other federal, state or local governmental agency or commission ("Government Agencies"). Contractor further understands that this Agreement does not limit Contractor's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. This Agreement does not limit Contractor's right to receive an award for information provided to any Government Agencies.

6. Return. Upon the earlier of any termination of employment or contractor engagement or upon notice from Company, the Contractor will return to the Company the Confidential Information disclosed to it, including any copies which that may have made, and the Contractor will irrevocably destroy all abstracts, summaries thereof or references thereto in its documents including any electronic copies of the Confidential Information in its possession or control (including that under the control of any IT Service), and certify to the Company that the Contractor has done so within 5 (five) days of the end of the engagement. Any Confidential Information not so returned and/or destroyed will remain subject to this provision.

7. Non-Solicitation: Without any limitation on any covenant to keep confidential herein, Contractor agrees that for the duration of this Agreement and for one year thereafter, they shall not: (i) solicit any of the Company's officers, directors, partners, associates, employees, representatives, other contractors or subcontractors to become engaged by the Contractor nor shall the Contractor aid or act on behalf of any third party to do so and (ii) shall not solicit any

vendor of, past or current customer of, contracting party to or investor in the Company that has been introduced or identified to the Contractor. The foregoing covenant shall not apply to any third party whose activities in the field of the Company's business can be demonstrated through documentary evidence to either be (i) known to the Contractor prior to the date hereof or (ii) publicly known to have such interest prior to any such introduction.

8. Term. This Agreement shall commence upon the Effective Date and continue for ___ years. Notwithstanding, Company may terminate this Agreement on 30 days notice. In the event of expiration or termination of this Agreement, this Section 8, the Covenant to Keep Confidential set forth in Section 3, the Non-Solicitation covenant of Section 7 and the General Terms set forth in Section 9 shall survive.

9. General Terms

(a) Interpretation and Construction. The captions contained herein are for the convenience of the parties hereto and shall not be construed to amend or modify any of the provisions hereof. The language in all parts of this Agreement shall in all cases be construed in accordance to its fair meaning as if prepared by all parties to the Agreement and not strictly for or against any of the parties.

(b) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto. No waiver, amendment or modification of any provision of this Agreement shall be valid unless in writing and signed by the parties hereto.

(c) Waiver. The failure of a party to object to, or to take affirmative action with respect to, any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct. Any waiver, in whole or in part, of any provision hereof shall not be construed as a waiver of any other provision hereof, or as a future waiver of any subsequent breach by the Contractor.

(d) Assignment. This Agreement shall not be assignable by the Contractor and may not be delegated. Any purported assignment in breach hereof is null and void.

(e) No Third Party Beneficiaries. This Agreement shall inure to the sole benefit of and be binding upon the Parties and their respective successors and assigns. Nothing in this Agreement is intended or shall be construed to give any other Person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

(g) Irreparable Harm. The Parties acknowledge that breach of Sections I and II would cause irreparable harm, the extent of which would be difficult to ascertain. Accordingly, they agree that, in addition to any other legal remedies to which a non-breaching Party might be entitled, such party shall be entitled to obtain immediate injunctive relief in the event of a breach of the provisions of such Sections without the requirement of posting bond.

(h) Survival. The Parties' rights and obligations under Sections I, II and III shall survive expiration or termination of this the term of employment/contractor relationship.

(i) Legal Representation. Each of the parties expressly acknowledges and agrees that she has consulted with and utilized separate counsel in connection with this Agreement.

(j) Notices. All notices and other communications provided for or permitted hereunder shall be in writing and shall be made by hand delivery, first class mail, postage prepaid, return receipt requested, or telex, telecopier, or reliable overnight courier addressed as follows:

If to Company to:

If to Contractor to:

With a copy to:

With a copy to:

All such notices and communications shall be deemed to have been duly given when delivered by hand, if personally delivered; if mailed; when answered back, if telexed; when receipt is acknowledged, if telecopied, or the next business day if delivery is confirmed by overnight courier.

(k) Governing Law. The parties agree that this Agreement shall be governed in all respects and be construed by the laws of New York as applied to contracts entered into solely between residents of, and to be performed entirely within such State.

(m) Severability. If any provision of this Agreement is illegal or unenforceable, its invalidity shall not affect the other provision of this Agreement that can be given effect without the invalid provision.

(n) Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

(o) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

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

Company:

By:

Name:

Date:

Contractor:

By:

Name:

Date: