

EMPLOYEE NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Employee Non-Disclosure and Confidentiality Agreement (this "Agreement") is entered into as of the redacted, 2021 (the "Effective Date") by and between:

Employer: redacted, a(n) (Check one) Individual Corporation
 Limited Liability Company Partnership Limited Partnership Limited Liability Partnership (the "Company") and

Employee: redacted, an employee of the Company (the "Employee").

The Company hired the Employee as Communications Liaison [Position] pursuant to the terms and conditions of that certain Employment Agreement executed between the Parties on the 20th day of July, redacted (the "Employment Agreement"). In connection with the Employee's duties under the Employment Agreement, the Company may disclose to the Employee certain confidential and proprietary information unique and valuable to its ongoing business operations. In consideration of the Employee's employment by the Company and the covenants and mutual promises contained herein, the parties agree as follows:

1. **Confidential Information.** Confidential information is: (Check one)

All information shared by the Company. "Confidential Information" shall mean (i) all information relating to the Company's products, business and operations including, but not limited to, financial documents and plans, customers, suppliers, manufacturing partners, marketing strategies, vendors, products, product development plans, technical product data, product samples, costs, sources, strategies, operations procedures, proprietary concepts, inventions, sales leads, sales data, customer lists, customer profiles, technical advice or knowledge, contractual agreements, price lists, supplier lists, sales estimates, product specifications, trade secrets, distribution methods, inventories, marketing strategies, source code, software, algorithms, data, drawings or schematics, blueprints, computer programs and systems and know-how or other intellectual property of the Company and its affiliates that may be at any time furnished, communicated or delivered by the Company to the Employee, whether in oral, tangible, electronic or other form; (ii) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; (iii) information acquired during any tours of the Company's facilities; and (iv) all other non-public information provided by the Company whosoever. All Confidential Information shall remain the property of the Company.

Only information marked 'Confidential.' "Confidential Information," exchanged by the parties and entitled to protection hereunder, shall be identified or marked as such by an appropriate stamp or marking on each document exchanged designating the information as confidential or proprietary.



Specific information. The term “Confidential Information” as used in this Agreement shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to any of the following, which the Company considers confidential: (Check all that apply)

'Accounting Information' which includes all books, tax returns, financial information, financial forecasts, pricing lists, purchasing lists and memos, pricing forecasts, purchase order information, supplier costs and discounts, or related financial or purchasing information.

'Business Operations' which includes all processes, proprietary information or data, ideas or the like, either in existence or contemplated related to the Company's daily and long-term plans for conducting the Company's business.

'Computer Technology' which includes all computer hardware, software or other tangible and intangible equipment or code either in existence or development.

'Customer Information' which includes the names of entities or individuals, including their affiliates and representatives, that the Company provides and sells its services or goods to, as well as any associated information, including but not limited to, leads, contact lists, sales plans and notes, shared and learned sales information such as pricing sheets, projections or plans, agreements, or such other data.

'Intellectual Property' which includes patents, trademarks, service marks, logos, trade names, internet or website domain names, rights in designs and schematics, copyrights (including rights in computer software), moral rights, database rights, in each case whether registered or unregistered and including applications for registration, in all rights or forms anywhere in the world.

'Marketing and Sales Information' which includes all customer leads, sales targets, sales markets, advertising materials, sales territories, sales goals and projections, sales and marketing processes or practices, training manuals or other documentation and materials related to the sales, marketing and promotional activities of the Company and its products or services.

'Proprietary Rights' which includes any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, trade names, domain names, logos, trademarks, service marks, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, whether protected under contract or otherwise under law, and other similar rights or interests in intellectual property.

'Procedures and Specifications' which includes all procedures and other specifications, criteria, standards, methods, instructions, plans or other directions prescribed by the Company for the manufacture, preparation, packaging and labeling, and sale of its products or services.

'Product Information' which includes the Company's products which are being contemplated for sale, manufactured, marketed, listed, or sold, including any fixes, revisions, upgrades, or versions, of which consists of all data, software and documentation related thereto.



'Service Information' which means the services provided by the Company, including the method, details, means, skills and training, which consists of all data, software and documentation related thereto.

'Software Information' which means the proprietary computer programs of the Company, including all fixes, upgrades, new versions, new enhancements, modifications, edits, conversions, replacements, or the like, in machine readable form or documentation and materials, and all copies and translations of such computer programs, documentation and materials, regardless of the form or media of expression or storage.

Other

2. Exclusions from Confidential Information. The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- a. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by the Employee;
- b. If the information is or was received by the Employee from a third-party source which, to the best knowledge of the Employee, is or was not under a confidentiality obligation to the Company with regard to such information;
- c. If the information is disclosed by the Employee with the Company's prior written permission and approval;
- d. If the information is independently developed by the Employee prior to disclosure by the Company and without the use and benefit of any of the Company's Confidential Information; or
- e. If the Employee may disclose only such portion of the Confidential Information which it is legally obligated to disclose the Employee is legally compelled by applicable law, by any court, governmental agency, or regulatory authority or subpoena or discovery request in pending litigation, but only if, to the extent lawful, the Employee gives prompt written notice of that fact to the Company prior to disclosure so that the Company may request a protective order or other remedy, the Employee may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

3. Obligation to Maintain Confidentiality. With respect to Confidential Information:

- a. The Employee agrees to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this Agreement.
- b. Confidential Information is and will remain the sole and exclusive property of the Company and will not be disclosed or revealed by the Employee, except (i) to other employees of the Company who have a need to know such information and agree to be bound by the terms of this Agreement.
- c. The Employee agrees that, in the event the Employee must download, access, process, transfer or otherwise communicate Confidential Information, the Employee will comply with all laws and



