

MUTUAL NONDISCLOSURE AGREEMENT

This **Mutual Nondisclosure Agreement** (“**Agreement**”) is dated _____, 202_ (“**Effective Date**”) and is entered into between Conduit Security, Inc. (“**Conduit Security**”) and [Other Party Legal Name] (“**Company**”). The parties agree as follows:

1. **PURPOSE.** For the purpose of entering into and carrying out discussions regarding _____ and evaluating whether to enter into a business arrangement concerning the same (“**Purpose**”), Company and Conduit Security have established the following terms governing the disclosure, use, and protection of Confidential Information (as defined in Section 2) that one party (“**Discloser**”) may disclose to the other party (“**Recipient**”).
2. **DEFINITION. “Confidential Information”** means all information disclosed or made available by Discloser or its affiliates to Recipient or its affiliates in connection with the Purpose during the term of this Agreement. Confidential Information may be disclosed in written or other tangible form or by oral, visual, or other means. Confidential Information includes, but is not limited to, all information disclosed by Discloser: (a) that, although not related to the Purpose, should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party because of legends or other markings, the circumstances of disclosure, or the nature of the information itself; and (b) information of or relating to Discloser’s present or future products, research and development information, specifications, formulas, know-how, drawings, designs, processes, ideas, inventions, processing information, source code, object code, and other technical, business, and financial plans, pricing information, customer lists, the identity of any customers or suppliers, forecasts, and any other information relating to any work in process, future development, forecasts, manufacturing plans, marketing plans, strategies, financial matters, personnel matters, investors or business operations of Discloser, as well as the terms of this Agreement.
3. **OBLIGATIONS.** Recipient shall: (a) hold Confidential Information in strict confidence and not disclose Confidential Information to any third party; (b) use Confidential Information for no purpose other than the Purpose; (c) protect and prevent the unauthorized disclosure or misuse of the Confidential Information by measures at least as restrictive as the measures it uses to protect its own Confidential Information, but with no less than a reasonable standard of care; (d) only permit access to Confidential Information to those Recipient employees and authorized representatives with a need to know such Confidential Information in connection with the Purpose and who have signed, or are otherwise bound by, agreements containing confidentiality obligations and use restrictions at least as restrictive as those contained herein; (e) promptly notify Discloser upon discovery of any loss or destruction, unauthorized access or acquisition, or unauthorized disclosure of Confidential Information, and reasonably cooperate with Discloser’s efforts to prevent and remediate the breach; and (f) remain responsible and liable for any breach of this Agreement by its employees or authorized representatives. Notwithstanding the above, Recipient shall not be in violation of this Section with regard to a disclosure of Confidential Information that was made in response to a valid order by a court or other governmental body, provided that Recipient, to the extent legally permitted, provides Discloser with reasonable prior written notice of such disclosure in order to permit Discloser to seek confidential treatment of such Confidential Information.
4. **EXCEPTIONS.** Recipient’s obligations under this Agreement with respect to any portion of the Confidential Information shall terminate if and when Recipient can demonstrate that such information: (a) was publicly available at the time it was communicated to Recipient by Discloser; (b) becomes publicly available after it was communicated to Recipient by Discloser through no breach of this Agreement by Recipient; (c) was in Recipient’s possession free of any obligation of confidence at the time it was communicated to Recipient by Discloser; (d) was rightfully communicated to Recipient free of any obligation of confidence subsequent to the time it was communicated to Recipient by Discloser; or (e) was developed by employees or representatives of Recipient independently of and without reference to any Confidential Information.
5. **NO LICENSES.** Recipient understands and agrees that nothing contained in this Agreement, shall be construed as granting any property rights, by license or otherwise, to any Confidential Information, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Recipient shall not make, have made, use, or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information.
6. **REPRODUCTION.** Recipient shall not reproduce Confidential Information in any form, except as required to further the Purpose. Any reproduction of Confidential Information by Recipient shall remain the property of Discloser and shall contain all patent, copyright, trademark, and other proprietary rights notices and confidentiality legends which appear on the original, unless otherwise authorized in writing by Discloser.
7. **RESTRICTIONS.** Recipient understands and agrees that any of Discloser’s products disclosed hereunder contain valuable Confidential Information and Recipient shall not modify, reverse engineer, decompile, create other works from, or disassemble any such products without Discloser’s prior written consent.
8. **TERM AND TERMINATION.** This Agreement shall commence on the Effective Date and shall continue for a term of two years. This Agreement may be terminated by either party at any time upon ten days written notice to the other party. Notwithstanding the expiration or termination of this Agreement, Recipient’s obligations with respect to use and disclosure of Confidential Information under this Agreement shall survive until the fifth anniversary of the effective date of expiration or termination; provided, however, that to the extent any portion of Confidential Information meets the definition of a “trade secret” under applicable law, the terms and conditions of this Agreement as to such portions of the Confidential Information shall survive termination of this Agreement for as long as provided under applicable law. Upon termination or expiration of this Agreement, or upon Discloser’s written request at any time, Recipient shall

promptly return to Discloser, or destroy at Discloser's written request, all documents and other tangible materials representing Confidential Information and all copies thereof; provided, however, that Recipient, subject to the use and disclosure restrictions set forth herein: (a) shall be entitled to retain one archival copy thereof solely for purposes of determining its continuing obligations under this Agreement; and (b) shall not be required to destroy (i) any records required to be held by it in accordance with applicable law, or (ii) computer records or files that have been created pursuant to Recipient's automatic archiving and back-up procedures and the removal of which is not technically reasonable. Upon written request, Recipient shall certify in writing its compliance with the foregoing provision.

9. Disclaimer. Discloser represents that it has the right and authority to provide its Confidential Information to the Recipient. Except as set forth in the preceding sentence, Discloser is providing Confidential Information on an "AS IS" basis for use by receiving party at its own risk. DISCLOSER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

10. IRREPARABLE HARM; INJUNCTIVE RELIEF. Recipient acknowledges that any actual or threatened material breach of this Agreement by Recipient will constitute immediate and irreparable harm to Discloser for which monetary damages would be an inadequate remedy and entitle Discloser to obtain immediate injunctive relief, as well as such further relief as may be granted by a court of competent jurisdiction, without the requirement of posting bond. If any legal action is brought to enforce this Agreement, the prevailing party shall be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

11. SEVERABILITY. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid then such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and in such event, such provision shall be changed to the minimum extent necessary and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

12. NO EXPORT. Recipient shall not export, directly or indirectly, any technical data acquired from Discloser under this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

13. NOTICES. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, three days after deposit in the mail, or upon acknowledgment of receipt of facsimile or electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

14. GENERAL. This Agreement shall be governed by and construed in accordance with the laws of state of Delaware, without reference to conflict of laws principles. This Agreement may not be amended except by a writing signed by both parties hereto. Neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party; except that a party may assign this Agreement without consent pursuant to a transfer of all or substantially all of such party's business and assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, or otherwise. Any assignment in violation of this provision will be void. This Agreement is binding upon Recipient's valid heirs, successors, and assigns. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings.

Each of the parties hereto have executed this Mutual Nondisclosure Agreement as of the Effective Date.

Conduit Security, Inc.

Company: _____

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Address for Notice:

Conduit Security, Inc.

Attention: Legal

Box 50417

Nashville, TN 37205

Address for Notice: