

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, between “Company” named below (also known as IT ExchangeNet Client Number # EX-781) and \_\_\_\_\_ (“Recipient” or “Buyer”).

In order to pursue a possible transaction between them (“Business Purpose”), there is a need for Company to disclose to Recipient certain confidential information to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of Company's disclosure of such information, Recipient agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by Company to Recipient and the Recipient to Company, including information listed in the Confidential Transaction Profile and other information which Company and Recipient identifies in writing as confidential before or within thirty days after disclosure to Recipient and Company (“Confidential Information”).

2. (a) Recipient and Company agree (i) to hold the Confidential Information in strict confidence, (ii) not to disclose such Confidential Information to any third parties other than attorneys, accountants and financial advisors who are subject to similar confidentiality obligations and are notified that the information is Confidential Information, and (iii) not to use any Confidential Information for any purpose except for the Business Purpose. Recipient and Company may disclose the Confidential Information to its responsible employees with a bona fide need to know, but only to the extent necessary to carry out the Business Purpose. Recipient and Company agree to instruct all such employees not to disclose such Confidential Information to third parties, and to disclose to attorneys, accountants and financial advisors only with the permission of an officer of Recipient and Company.

(b) Recipient and Company hereby agree that it will not solicit any employees of the Company or Recipient for employment by the Company or Recipient, respectively, for two (2) years from the date of this Agreement or one (1) year from the termination of this Agreement, whichever is later.

3. Confidential Information will not include information which:

(i) is now or hereafter becomes, through no act or failure to act on the part of Recipient and Company, generally known or available to the public;

(ii) was acquired by Recipient or Company before receiving such information from Company or Recipient and without restriction as to use or disclosure;

(iii) is hereafter rightfully furnished to Recipient or Company by a third party, without restriction as to use or disclosure;

- (iv) is information which Recipient or Company can document was independently developed by Recipient or Company;
- (v) is required to be disclosed pursuant to law, provided Recipient and Company uses reasonable efforts to give Company and Recipient reasonable notice of such required disclosure; or
- (vi) is disclosed with the prior written consent of Company and Recipient.

4. Upon Company's or Recipient's request, Recipient or Company will promptly return or destroy all tangible items containing or consisting of the Confidential Information and all copies thereof.

5. Recipient and Company acknowledge that all of the Confidential Information is owned solely by Company and Recipient (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, Recipient and Company agree that Company and Recipient will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

6. This agreement supersedes all written and oral communication between Company and Recipient regarding the Confidential Information. The contract law of the State of New York shall govern the interpretation of this Agreement without regard to its choice of law provisions.

7. This Agreement will remain in effect for two (2) years from the date of the last disclosure of Confidential Information, at which time it will terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by duly authorized officers or representatives.

RECIPIENT/  
BUYER: \_\_\_\_\_

COMPANY -  
EX-781: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

E-Mail: \_\_\_\_\_