

**CONFIDENTIAL INFORMATION AND NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_ 2020, (the “*Effective Date*”) by and among \_\_\_\_\_ (“\_\_\_\_\_”) located at \_\_\_\_\_, and Needworking, LLC (“Needworking”) with an address at 2920 O’Donnell Street Baltimore, MD 21224. Needworking and \_\_\_\_\_ are each a “*Party*” and are together the “*Parties.*”

**WITNESSETH:**

WHEREAS, the Parties desire to exchange information considered proprietary and confidential for the purpose of evaluating a proposed business arrangement (the “*Proposed Transaction*”); and

WHEREAS, the Parties desire to protect themselves from injury to their respective operations that could result from the disclosure of such proprietary and confidential business information to third parties; and

WHEREAS, the Parties mutually desire to use this Agreement as the contract to govern all transactions involving the exchange of such information.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Confidential Information.

(a) Each party acknowledges that in the evaluation of the Proposed Transaction, one party (as a “*Disclosing Party*”) may disclose to the other party (as a “*Receiving Party*”) certain Confidential Information about its business. As used herein, the term “*Confidential Information*” shall mean all information or materials in any form of expression or medium whatsoever (including, without limitation, oral, written, electronic, graphic, photographic or encoded information) (i) furnished by Disclosing Party or its representatives, counsel, directors, officers, employees or agents to Receiving Party or its Permitted Representatives (as hereinafter defined) or (ii) learned by Receiving Party or its Permitted Representatives in the course of assessing and/or advancing Proposed Transaction, and including, without limitation, all knowledge, know-how, processes, methods, trade secrets, patents, patent applications, analyses, compilations, studies, plans, designs, production samples or other material prepared by Receiving Party or its Representatives containing or based in whole or in part upon such information. Confidential Information includes, but is not limited to, the terms of this Agreement, pricing, data, formulas, trade secrets, protected health information, financial information, service development, processes, procedures, business plans, tools, strategies,

inventions (whether patentable or not), techniques and other unpublished information. Confidential Information shall also include all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials prepared by or for the Receiving Party or its Representatives (as defined herein) that contain, are based on, or otherwise reflect or are derived from, in whole or in part, the Confidential Information.

- (b) “Confidential Information” shall not include any such information that:
- ii. prior to disclosure, is known to the public, or after disclosure, becomes generally known or available to the public through no act or omission of Receiving Party in violation of this Agreement;
  - iii. is already known to Receiving Party and was properly obtained by Receiving Party prior to the effective date of this Agreement; or
  - iv. is acquired in good faith from a third party that is lawfully in possession of such information and is not subject to an obligation of confidentiality or non-use owed to Disclosing Party or others.

For the purposes of this Agreement, specific information disclosed in accordance with this Agreement shall not be deemed to be in the public domain or in the prior possession of Receiving Party merely because it is embraced by more general information in the public domain or by more general information in the prior possession of Receiving Party.

2. Purpose of Disclosure; Limited Use and Disclosure. Receiving Party shall use the Confidential Information solely in connection with assessment and/or advancement of Proposed Transaction. Receiving Party may disclose and permit access to Disclosing Party’s Confidential Information on a need-to-know basis only to its directors, officers, employees, and professional service providers who owe Receiving Party a duty of confidentiality who are involved in assessing Proposed Transaction (“Permitted Representatives”) and then only to the extent necessary to assess Proposed Transaction. Receiving Party shall advise each Permitted Representative of the confidential nature of the information and, prior to the disclosure of any Confidential Information, shall require each such person to agree in writing to be bound by the terms of this Agreement.

3. Obligation Not to Disclose. Receiving Party agrees to maintain the Confidential Information in trust and confidence and not to disclose, divulge, or publish in any fashion the content, import, or terms of the Confidential Information except as set forth herein. Receiving Party acknowledges and agrees that Disclosing Party’s Confidential Information is the sole and exclusive property of Disclosing Party. Nothing contained in this Agreement shall be construed as granting or conferring any right or license, expressed or implied, in or to any Confidential Information to Receiving Party. Without the prior written consent of Disclosing Party, Receiving Party shall not disclose or permit to be disclosed any of Disclosing Party’s Confidential

Information to any third party or person who is not a Permitted Representative. Unless consented to in writing by Disclosing Party, Receiving Party shall not circumvent the intent of this Agreement by: (a) engaging in a transaction using Disclosing Party's Confidential Information, (b) attempting to consummate any transaction with a third party identified in Disclosing Party's Confidential Information, (c) using Confidential Information for any purpose other than evaluating and/or implementing the Proposed Transaction, (d) using the Disclosing Party's Confidential Information for its own individual competitive advantage, in its business activities, or for any purpose other than to evaluate and advance the Proposed Transaction, or (e) using Disclosing Party's Confidential Information for the marketing of any product or service to a third party. Receiving Party shall take any and all measures and precautions necessary to safeguard Disclosing Party's Confidential Information to prevent the unauthorized use or disclosure thereof, which measures and precautions shall be not less stringent than Receiving Party uses to protect its own confidential information.

4. Compelled Disclosure of Confidential Information. If Receiving Party or any Permitted Representative receives a request from a court of competent jurisdiction, a governmental body or any other third party to disclose all or part of Disclosing Party's Confidential Information, Receiving Party agrees, to the extent lawful, to (a) immediately notify Disclosing Party of the request and the circumstances surrounding the request; (b) give Disclosing Party a reasonable opportunity to take defensive legal action; and (c) if disclosure is required, furnish only that portion of Disclosing Party's Confidential Information which is required to be disclosed.

5. No Commitment. Each Party agrees that unless and until one or more "***Definitive Agreement(s)***" regarding the Proposed Transaction has been fully executed and delivered, no Party will be under any legal obligation of any kind whatsoever with respect to a business relationship by virtue of this Agreement or any written or oral expression with respect to such a relationship by either Party's Representatives except, in the case of this Agreement, for the matters specifically agreed to herein.

6. Term. The term of this Agreement ("***Term***") shall be from the Effective Date until either the completion of a Definitive Agreement, or one (1) year from the Effective Date (whichever is earlier). Either Party may terminate this Agreement at any time, for cause or convenience, upon written notice to the other Party requesting the return or destruction of Confidential Information. Notwithstanding the foregoing, each Party's obligation to protect Confidential Information disclosed to it during the Term by the other Party shall survive indefinitely.

7. Return of Confidential Information. Unless otherwise specified in writing, all documents and other materials containing or embodying Confidential Information shall remain the property of Disclosing Party. Receiving Party agrees not to make any copies of Confidential Information without the prior consent of Disclosing Party. Within thirty (30) days following a written request by Disclosing Party, and in any event within thirty (30) days of termination of this Agreement, Receiving Party shall return all Confidential Information in its possession and in the possession of its Permitted Representatives, as well as all copies thereof, to Disclosing Party and shall cause

all notes, memoranda, summaries or synopses containing Confidential Information to be either delivered to Disclosing Party or destroyed. Such destruction shall be confirmed in writing by Receiving Party to Disclosing Party.

8. Remedies. Receiving Party acknowledges that:

(a) the provisions of this Agreement are reasonable and necessary to protect the legitimate interests of Disclosing Party;

(b) any violations of this Agreement will result in irreparable injury to Disclosing Party and that damages at law would not be reasonable or adequate compensation to Disclosing Party for a violation of this Agreement; and

(c) Disclosing Party shall be entitled, in addition to any other right or remedy available to it, to obtain an injunction from any court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement.

Receiving Party further agrees that no bond or other security shall be required in obtaining such equitable relief and Receiving Party hereby consents to the issuance of such injunction and to the ordering of specific performance. This section shall not preclude any other remedies of Disclosing Party in law or in equity for breach of this Agreement.

9. No Representations. Disclosing Party believes in good faith that the Confidential Information provided by it hereunder will not be materially misleading. Notwithstanding the foregoing, Disclosing Party makes no other representations or warranties, expressed or implied, as to the quality, reliability, accuracy or completeness of any of the information so disclosed. Receiving Party agrees that neither Disclosing Party nor any of its directors, officers, employees, agents or representatives shall have any liability to Receiving Party with respect to, or arising from, Receiving Party's use or reliance on the Confidential Information.

10. Assignment; Amendment. This Agreement shall not be assigned without the prior written consent of Disclosing Party. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and assigns of the parties. This Agreement may not be amended except in a writing that specifically references this Agreement and is signed by the parties.

11. Governing Law; Severability. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland, without giving effect to any conflict of laws provisions. If a court of competent jurisdiction determines that any portion of this Agreement is unenforceable, the parties agree that such court may reform such provision so that it is reasonable under the circumstances and that such provision, as reformed, shall be enforceable.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument.

13. Notices. All notices, requests, demands and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given at the time when personally delivered, or on the third business day after mailing if mailed via certified mail, postage pre-paid, return receipt requested, addressed to the address of the party to receive such notice as stated at the beginning of this Agreement or to such other address as such party may have fixed by notice; provided, however, that any notice of change of address shall be effective only upon receipt.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**NEEDWORKING, LLC**

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: David Carberry

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

Title: CEO

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