

MUTUAL CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement"), effective as of January 13, 2021 ("Effective Date"), is made by and between ContractSafe LLC ("ContractSafe") and Sample Company, Inc. ("Company").

1. **Purpose.** This Agreement is made in order for each party to disclose to the other, during the term of this Agreement, such technical and business information as the disclosing party may elect to disclose, so the receiving party may review and use the same solely for the purpose of evaluating a potential business arrangement between ContractSafe and Company (the "**Business Opportunity**") under terms that will protect the confidential and proprietary nature of such information.
2. **Confidential Information.** As used herein, "**Confidential Information**" will mean any and all technical or business information, including without limitation third party information, furnished or disclosed, in whatever form or medium (including without limitation tangible, written, intangible, visual and oral), by one party to the other, including but not limited to (a) information regarding patents and patent applications, copyrights, trade secrets and other proprietary information (including without limitation works of authorship, software programs, software source documents, algorithms, formulae, ideas, techniques, know-how, processes, inventions, apparatuses, equipment, models, sketches and drawings), (b) product/service specifications and the existence of and information concerning the research, experimental work, development, design details and specifications of a party's proposed and/or future products, (c) engineering information, manufacturing information, procurement requirements, purchasing information, customer lists, financial information, information regarding investors, employees, business and contractual relationships, business forecasts, sales and merchandising plans, marketing plans and (d) information regarding third parties. All Confidential Information will remain the property of the disclosing party and no license or other rights in the Confidential Information is granted by virtue of this Agreement. All information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.
3. **Obligations.** Each party agrees to request from the other only that Confidential Information that is reasonably necessary to enable the receiving party to conduct and complete its evaluation of the potential Business Opportunity. In handling the other party's Confidential Information, each party agrees: (a) to use the other's Confidential Information solely for the purpose of evaluating the Business Opportunity; (b) to use reasonable efforts to protect the confidentiality of the other's Confidential Information; (c) not to make disclosure of any of the other's Confidential Information to anyone except those employees, consultants and professional advisors of such party to whom disclosure is necessary for the purposes stated above; and (d) to appropriately notify such employees, consultants and advisors that the disclosure is made in confidence and to require them to keep the same in confidence in accordance with the terms and conditions of this Agreement.
4. **Information Without Obligations.** The obligations and restrictions imposed by this Agreement will not apply to any information that: (a) is already known to the receiving party prior to the other's disclosure; (b) is independently developed by the receiving party without reference to the other's Confidential Information; (c) is or becomes publicly available through no fault of the receiving party; or

(d) is obtained by the receiving party from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed. The obligations and restrictions set forth herein will not apply to the extent that any Confidential Information of the other party is required to be disclosed pursuant to the lawful order of a government agency or disclosure is required by operation of the law, provided that the party to make such disclosure of the other's Confidential Information first contacts the other and allows the other time to contest such disclosure.

5. **Term.** This Agreement and the exchange of information hereunder will become effective as of the date set forth above. The initial term of the agreement will be one (1) year, and it will automatically renew on each annual anniversary of the Effective Date unless either party provided the other with at least sixty (60) days prior written notice of non-renewal. Upon the expiration or termination of this Agreement or upon any request of a party, all Confidential Information will (at the election of the disclosing party) either be returned to the disclosing party or certified destroyed by the receiving party. Each party agrees that the requirements of use and confidentiality set forth herein will survive after the expiration or termination of this Agreement and the return or destruction of Confidential Information.

6. **No Other Obligations.** Except for the obligations expressly set forth herein, no obligation of any kind is assumed or implied against either party by virtue of the party's meetings or conversations with respect to the subject matter stated above or with respect to whatever Confidential Information is exchanged.

7. **No Licenses.** Nothing herein will be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party. The parties also agree that neither party will use any trade name, service mark, or trademark of the other or refer to the other party in any promotional activity or material without first obtaining the prior written consent of the other party.

8. **General.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles. Any disputes under this Agreement may be brought in the state courts and the Federal courts located in Los Angeles County, and the parties hereby consent to the personal jurisdiction and venue of these courts. This Agreement, together with any and all exhibits incorporated herein, constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement. No provision of this Agreement will be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is made in writing and signed by both parties. This Agreement supersedes all previous agreements between the parties relating to the subject matter hereof. Facsimile signatures will have the same legal effect as original signatures. Each party acknowledges that its breach of the Agreement will cause irreparable damage and hereby agrees that the other party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party. In the event of a

conflict between this Agreement and the Services Agreement, the terms of the Services Agreement shall prevail.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this Agreement as of the date first stated above.

ContractSafe LLC

By: 

Name: Ken Button

Title: CEO

Sample Company, Inc.

By: 

Name: Ashlea Trevino

Title: Client Success Manager