

## MUTUAL NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **More TMPG, LLC** ("TMPG"), whose place of business is P. O. Box 1524, Lawrence, KS 66044 and \_\_\_\_\_ ("\_\_\_\_\_"), whose place of business is \_\_\_\_\_,

referred to hereinafter as the "Parties". The Parties will from time to time give and receive Confidential Information from one another with the terms and conditions set forth herein. Depending on the context, the term "Discloser" shall refer to the Party disclosing Confidential Information to the other, and the term "Reviewer" shall refer to the Party who receives Confidential Information from the other.

1. **Confidential Information:** Each party hereto (individually a "Party" and together, the "Parties") has requested and/or will learn from the other party hereto, its subsidiaries or affiliates (collectively, the "Disclosing Party"), from or through the Disclosing Party's employees, officers, directors, independent contractors, agents or representatives, information, both orally and in writing, concerning the intellectual property and/or business of the Disclosing Party and/or current or potential customers of the Disclosing Party, potentially including, without limitation, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, business plans customer lists, customer addresses, products and services provided to specific customers, sales volumes, customer pricing, equipment specifications, locations and use, network configurations, capacities and capabilities, current or prospective relationship with vendors and independent contractors (including, without limitation, information regarding the types of products and services contracted for and the cost of such products and services to the Disclosing Party), implementation of technology, data and programs, finance, sales, marketing, and development of internet, telecommunication and related technology and services. Such information, in whole or in part, together with analyses, compilations, programs, reports, proposals, studies, or any other documentation, prepared by the Disclosing Party or the other Party (the "Reviewer"), as the case may be, which contain or otherwise reflect or make reference to such information, whether or not specifically marked as confidential by the Disclosing Party, as well as information acquired during any facilities tours, are hereinafter referred to as "Confidential Information."
2. **Proprietary Nature of Confidential Information:** Reviewer acknowledges that the Confidential Information is secret, confidential, and proprietary to the Discloser and that prior to disclosure by the Discloser Reviewer did not possess nor had any access to any of the Confidential Information. Reviewer shall have no claim, right, title, property, or interest of any form in the Confidential Information.
3. **Confidentiality and Prohibition on Use:** Reviewer shall not use, apply, employ, practice, exploit or engage, in any fashion, any Confidential Information for any purpose, without the express written authorization of the Discloser. Reviewer shall keep secret and confidential the Confidential Information and shall not disclose, transfer, provide, give, disseminate, divulge, reveal or permit any employee, affiliate, or representative of Reviewer to disclose, transfer, provide, give, disseminate, divulge or reveal, any Confidential Information to any person or entity. Reviewer shall take all reasonable steps necessary to prevent the unauthorized disclosure, copying or use of the Confidential Information.

4. **Efforts to Maintain Secrecy:** Reviewer acknowledges that Reviewer believes the Confidential Information has been the subject of efforts by the Discloser that were reasonable under the circumstances to maintain the secrecy of the Confidential Information.
5. **Return of Confidential Information:** Within five (5) business days following demand by the Discloser, Reviewer shall return to the Discloser all the Confidential Information and any materials containing or relating to the Confidential Information. Reviewer shall destroy all electronic copies of the Confidential Information except one complete copy of the Confidential Information which shall serve to comply with future legal requirement of disclosure by any authoritative body. Reviewer shall notify Discloser in writing of the compliance with this Section 5 within five (5) days of demand.
6. **Injunction:** Reviewer expressly agrees that any breach of any provision of this Agreement by Reviewer would immediately place the Discloser in jeopardy of irreparable harm which may not be adequately compensated for by money damages alone, and that the Discloser should be entitled to immediate temporary and preliminary injunctive relief and/or other preliminary or equitable relief, in addition to any other remedies available at law.
7. **Indemnification:** Reviewer shall indemnify and hold harmless the Discloser and each of the Discloser's employees, officers, directors and agents against any losses, damages, costs, liabilities, claims or actions (including, without limitation, any attorneys' fees and costs incurred in the defense of any such claims or actions, in seeking enforcement of this indemnity or otherwise), and shall pay to the Discloser any compensation realized by Reviewer, as a result of, arising out of, or in connection with any breach of Reviewer of any provision of this Agreement.
8. **Notification:** Reviewer shall notify the Discloser immediately of any circumstances of which it has notice concerning any access, possession or use of the Confidential Information not authorized by this Agreement. Such notification shall be made by Reviewer to the Discloser at its principal office address, in the most expeditious fashion available.
9. **Limitations on Confidential Information:** The term "Confidential Information" does not include any information which:
  - a. Is or becomes generally available to or known by the public (other than as a result of a disclosure directly or indirectly by the Reviewing Party);
  - b. Is independently developed by the Reviewing Party without breach of this agreement;
  - c. Was in possession of the Reviewing Party without restriction prior to the date of this agreement;
  - d. Is disclosed by the Reviewing Party with the Disclosing Party's prior written approval;
  - e. Is lawfully received by the Reviewing Party without restriction from a third party who obtained the Confidential Information other than as a result of a breach of any confidentiality obligation; or,
  - f. Is disclosed by the Reviewing Party pursuant to judicial action or governmental regulations, provided that the Reviewing Party gives advance notices to the Disclosing Party prior to such disclosure and the Reviewing Party cooperates with the Disclosing Party in the event that the Disclosing Party elects legally to contest and avoid such disclosure.

10. **Non-Circumvention:** Either Party may introduce the other to other organizations and people and made aware of certain situations. The named signatories will not circumvent or enter into a separate agreement with these newly introduced parties without the express written permission of the other party.
11. **Term:** The terms and conditions of this agreement shall continue for a period of three years from the date hereof; unless earlier terminated by either Party upon thirty (30) days prior written notice provided, however, that the Parties agree that the obligations of confidentiality and non-circumvention hereunder shall survive such term.
12. **Successors:** The Parties agree that this agreement shall be binding upon the successors and assigns of such Party and shall inure to the benefit of, and be enforceable by, such successors and assigns, and any officers or directors thereof.
13. **Subscription and Acceptance:** In the event that this Agreement is presented to Reviewer with or at the same time as the Confidential Information is provided to Reviewer and the Discloser is unable to, or does not, confirm subscription by the Reviewer to this Agreement and its terms and conditions, Reviewer expressly agrees to be bound by this Agreement and all of its terms and conditions, upon Reviewer's examination, review, acceptance or study of any of the Confidential Information, even in the event that Reviewer does not execute this Agreement.
14. **General Provisions:** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. In the event, any provision of this Agreement or the application of such provision shall be held by a court of competent jurisdiction, for any reason, to be invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. In the event of litigation or arbitration arising out of, or concerning, this Agreement, the prevailing party shall be entitled to recover reasonable costs of suit and attorney's fees in addition to monetary damages or equitable relief. Neither party shall assign this Agreement, or the rights or obligations hereunder, except for any assignment pursuant to operation of law in connection with a merger, consolidation or sale of all or substantially all the assets of either party. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

**IN WITNESS WHEREOF**, the parties to this Agreement have duly executed it as of the day and year first above written.

**More TMPG, LLC**

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Douglas Baker, Managing Member