

AX Platform, LLC NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this “**Agreement**”), dated as of _____, is made between AX Platform LLC., a Nevada limited liability company (together with its Affiliates, “**AX Platform**”) on the one hand, and _____ (“**you**” or “**Company**”) on the other hand.

AX Platform is evaluating a transaction with Company, and AX Platform would like to protect the confidentiality of its valuable confidential information. Accordingly, AX Platform and Company agree as follows:

- 1. Confidential Information.** In connection with your evaluation of a transaction with AX Platform (the “**Project**”), you may receive AX Platform’s Confidential Information. “**Confidential Information**” means any nonpublic information relating to AX Platform that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. By way of illustration but not limitation, Confidential Information includes tangible and intangible information relating to products, processes, know-how, designs, methods, developmental or experimental work, data, drawings, worksheets, concepts, inventions, improvements, discoveries, marketing plans, business plans, budgets, licenses, prices, costs, suppliers, and customers. “**Affiliate**” means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with that entity.
- 2. Exclusions.** Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to you at the time of its receipt, (iii) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by you without reference to any Confidential Information.
- 3. Use of Confidential Information.** You may use Confidential Information only in connection with the Project. Except as provided in these terms, you will not disclose Confidential Information to anyone without AX Platform’s prior written consent. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature.
- 4. Your Personnel.** You will restrict the possession, knowledge and use of Confidential Information to each of your employees and subcontractors who (i) has a need to know the Confidential Information, and (ii) is legally obligated to protect the Confidential Information to the same or greater degree as required under these terms. You will ensure that your employees, subcontractors and Affiliates comply with these terms.
- 5. Disclosures to Governmental Entities.** You may disclose Confidential Information as required to comply with orders of governmental entities with jurisdiction over you, if you (i) provide AX Platform prior written notice sufficient to allow AX Platform to seek a protective order or other remedy (except to the extent that your compliance would cause you to violate an order of the governmental entity or other legal requirement), (ii) disclose only such information as is required by the governmental entity, and (iii) use commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.
- 6. Ownership of Confidential Information.** All Confidential Information will remain the exclusive property of AX Platform.
- 7. Notice of Unauthorized Use.** You will notify AX Platform immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of these terms. You will cooperate with AX Platform in every reasonable way to help AX Platform regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.

8. Return of Confidential Information. You will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following AX Platform's written request.

9. Injunctive Relief. You acknowledge that a breach of your obligations under these terms could cause irreparable harm to AX Platform as to which monetary damages may be difficult to ascertain or an inadequate remedy. You agree that AX Platform will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of these terms.

10. Scope; Term; Survival; Non-Solicitation, Survival; Non-Solicitation. This Agreement governs all Confidential Information disclosed by either Party to the other, whether before or after the Effective Date, in connection with the Parties' discussions. This Agreement begins on the Effective Date and continues until terminated by either Party upon thirty (30) days' written notice; termination will not affect rights or obligations accrued prior to the effective date. The Receiving Party's obligations of confidentiality, non-use, and protection with respect to Confidential Information will survive for five (5) years after termination; provided that, for any Confidential Information that constitutes a trade secret under applicable law, those obligations will continue for so long as such information remains a trade secret. The exclusions from confidentiality set forth in Section 2 apply at all times. Upon request at any time, and in any event upon termination, the Receiving Party will promptly return or destroy all Confidential Information as provided in Section 8, except that one archival copy may be retained for legal, compliance, or backup purposes, subject to the confidentiality obligations herein. During the Term and for twelve (12) months thereafter, the Receiving Party will not actively solicit for employment or engagement any employee, consultant, or contractor of the Disclosing Party with whom the Receiving Party had material contact in connection with this Agreement; provided that this restriction does not prohibit general solicitations not specifically targeted at the Disclosing Party's personnel (including advertisements and non-targeted recruiter outreach) or hiring any individual who independently initiates contact without prior solicitation in violation of this Section. Sections 6, 9, 10, and 11 also survive termination in accordance with their terms.

11. Miscellaneous. You warrant that you are authorized to accept these terms on behalf of Company. These terms constitute the entire agreement between the parties relating to the matters discussed herein and may be amended, modified, or waived only with the mutual written consent of the parties. If a provision of these terms is held invalid under applicable law, such invalidity will not affect any other provision of these terms that can be given effect. These terms will be governed by internal laws of the state of Nevada, without reference to its choice of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to these terms will be in the state and federal courts in Clark County, Nevada, and each of the parties hereto consents to the personal jurisdiction of, and venue in, those courts. All notices hereunder will be in writing and will be sent by overnight courier, confirmed facsimile transmission certified mail. All notices hereunder must be in writing and sent by nationally recognized overnight courier or certified mail (return receipt requested) to the addresses set forth below, or by email with confirmation of receipt.

COMPANY NAME:

AX Platform, LLC

By: _____

By: _____

Name: _____

Name: Heath Dorn

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____