CONFIDENTIALITY
AND
NONDISCLOSURE AGREEMENT

Effective Date: April 05, 2019

To protect certain Confidential Information which may be disclosed by ASA DataFest 2019 ("**Disclosing Party**") to the individual identified on the signature page hereto ("**Receiving Party**"), Disclosing Party and Receiving Party hereby agree that:

1.   "Confidential Information" shall mean all information, written, graphic, or oral, which is disclosed in whatever form or manner by Disclosing Party to Receiving Party during ASA DataFest 2019 at CSU, Chico (the "Event"). The Confidential Information is being disclosed for the sole purpose of being used within the ASA DataFest 2018 hackathon (data analysis) (the "Purpose").

2.   Receiving Party shall treat as confidential all Confidential Information that is either marked confidential, verbally stated at the time of disclosure to be confidential or is information which by its nature or the circumstances surrounding disclosure should reasonably be considered as confidential. Receiving Party shall not publish, copy or disclose any part thereof without the prior written consent of Disclosing Party. Receiving Party shall limit the use of the Confidential Information to that which is necessary to carry out the Purpose.

3.   Receiving Party's obligation under Paragraph 2 shall not apply to any part of the Confidential Information that (i) has previously been disclosed in publicly available sources of information, (ii) is, through no fault of Receiving Party, hereafter disclosed in publicly available sources of information, (iii) is already in the possession of Receiving Party free of any obligation of confidentiality, (iv) has been or hereafter is rightfully disclosed to Receiving Party by a third party, free of any obligation of confidentiality, or (v) is independently developed by Receiving Party without reliance or reference to the Information disclosed under this Agreement.

4.   At the conclusion of the Event, or upon the expiration of this Agreement, Receiving Party will promptly destroy the Confidential Information received from Disclosing Party pursuant to this Agreement. The provisions of Paragraph 2 and 3 shall survive the expiration or sooner termination of this Agreement.

5.   All Confidential Information is provided on an "AS IS" basis; and all representations and warranties, express or implied, are hereby disclaimed. Receiving Party does not acquire any licenses or any other rights in the intellectual property of the Disclosing Party. Failure to enforce any provisions of this Agreement shall not constitute a waiver of any term hereof.

6.   The parties do not intend that any agency or partnership relationship be created between them by this Agreement. Neither party shall publicly disclose the existence of this Agreement without the prior written approval of the other party.

7.   This document contains the entire agreement between the parties with respect to the subject matter contained herein and supersedes any previous understandings, commitments or agreements, oral or written. All additions or modification to this Agreement must be made in writing and must be signed by both parties. This Agreement is made under and shall be construed according to the laws of the State of California.

8.   All fully executed copies of this Agreement shall be deemed originals.

"Receiving Party"   "Disclosing Party"

_____   _____

_____   _____
                Signature   Signature