

## **NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement (this “Agreement”) is entered into by Home Depot U.S.A., Inc., a Delaware corporation, on behalf of itself and its affiliates (“Home Depot”), and Milan Marlon McGraw, an individual resident of the State of Illinois (“Receiving Party”), effective as of April 6<sup>th</sup>, 2021.

### **BACKGROUND**

Home Depot and Receiving Party (each, a “Party”, and collectively, the “Parties”) intend to enter into discussions concerning the Spring 2021 Industry Practicum Project (MSAI 490) at Northwestern University (the “Purpose”). In connection with the Purpose, Home Depot may disclose certain of its confidential and proprietary information to the Receiving Party. The Parties wish to enter into this Agreement to provide for the disclosure of Home Depot’s confidential and proprietary information, to restrict the use and disclosure of that information and materials by the Receiving Party.

In consideration for the disclosure of information for the Purpose (the validity and value of said consideration both Parties hereby acknowledge), the Parties agree as follows:

1. Definition of Confidential Information.

(a) “Confidential Information” means (i) information that is identified as CONFIDENTIAL at the time of disclosure and (ii) information that Home Depot treats as confidential and does not disclose publicly. Written information provided by Home Depot to RECEIVING PARTY shall be considered Confidential Information for the purposes of this Agreement if such information is clearly marked with an appropriate stamp or legend as Confidential Information. Non-written information disclosed to Receiving Party by Home Depot shall only be considered Confidential Information if Home Depot informs Receiving Party at the time of such disclosure that the information being disclosed is of a proprietary nature and provides Receiving Party with a writing which clearly identifies the nature and content of the disclosure within thirty (30) days after such disclosure.

(b) Notwithstanding the above, Confidential Information shall not include information which:

- (i) is known or possessed by the Receiving Party at the time of its disclosure by Home Depot to the Receiving Party;
- (ii) is publicly known at the time of disclosure to the Receiving Party;
- (iii) is subsequently received by the Receiving Party from a third party without restriction on disclosure;
- (iv) subsequently becomes publicly known without violation of this agreement;  
or
- (v) is independently developed by the Receiving Party without reference to the Confidential Information.

2. Limitations on Use. Confidential Information must be used by the Receiving Party only in connection with analysis of, and discussions concerning the Purpose with Home Depot or as directed by Home Depot. Receiving Party must not use Confidential Information at any time, in

any fashion, form or manner, for any other purpose. Receiving Party shall not make any modifications, improvements to, or derivative works from, any Confidential Information disclosed hereunder by Home Depot.

3. Limitations on Disclosure. Receiving Party will use the same measures to protect the confidentiality of the Confidential Information that it uses to protect the confidentiality of its own proprietary and confidential information, but in no event less than a reasonable standard of care. Receiving Party will take (and will cause its employees and representatives to take) all steps reasonably required to avoid inadvertent disclosure of materials in Receiving Party's possession.

4. Access to the Confidential Information. Both parties acknowledge and agree that Receiving Party is participating in the aforementioned graduate design course will need to discuss Home Depot's Confidential Information disclosed hereunder. Home Depot agrees that Receiving Party may freely discuss Home Depot's Confidential Information disclosed hereunder with other students in the aforementioned graduate design course which have executed the required Non-Disclosure Agreement with Home Depot.

5. Ownership of Confidential Information; No Licenses. Confidential Information disclosed to the Receiving Party will at all times remain the property of Home Depot. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement.

6. Copies of Confidential Information. Confidential Information must not be copied or reproduced by Receiving Party without Home Depot's prior written approval.

7. Return of Confidential Information. All Confidential Information made available by Home Depot under this Agreement, in written or electronic form, must be returned to Home Depot upon termination of this Agreement under Section 13 and upon the written request by Home Depot. All related uses of Confidential Information by the Receiving Party in either written or electronic form must either be destroyed, erased from media or returned upon termination of this Agreement under Section 13 and upon the written request by Home Depot. Notwithstanding the foregoing, Home Depot acknowledges and agrees that final student reports need not be returned to Home Depot or destroyed but will remain subject to the confidentiality restrictions of this Agreement.

8. Binding Agreement. This Agreement is and will be binding upon the Parties and each of their respective affiliates, and upon their respective successors, representatives and assigns.

9. Governing Law. The validity, performance, construction and effect of this Agreement will be governed by the laws of the State of Georgia, without regard to that state's conflict of laws provisions.

10. Equitable Remedies. The Parties recognize that serious injury could result to Home Depot and its business if the Receiving Party breaches its obligations under this Agreement. Therefore, Receiving Party agrees that Home Depot will be entitled to seek a restraining order, injunction or other equitable relief if Receiving Party breaches its obligations under this Agreement, in addition to any other remedies and damages that will be available at law or equity.

11. Compelled Disclosures. Receiving Party shall not be liable to Home Depot for the disclosure of Confidential Information that is obligated to be disclosed by order of a court of competent jurisdiction. If Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information, Receiving Party must, if reasonably possible, promptly notify Home Depot and tender to Home Depot the defense of that demand. Unless the demand has been timely limited, quashed or extended, Receiving Party will thereafter be entitled to comply with such demand to the extent required by law. If requested in writing by Home Depot, Receiving Party will reasonably cooperate (at the expense of Home Depot) in the defense of a demand.

12. No Use of Names. Receiving Party may not use the name or logo of Home Depot or any of its affiliates, or any abbreviation or adaptation thereof for any purpose, without the prior written consent of Home Depot (in its sole discretion). Notwithstanding anything herein, Home Depot permits Receiving Party the right to use the name “The Home Depot” in its administrative materials, such as catalogs, course syllabi, and reports in the mode and manner that is customary for academic programs and accurately conveys the nature of the Purpose. Both parties agree that nothing herein shall prevent the publication of a final design course report, manuscript, thesis, dissertation, or other purely academic project in connection with the Purpose.

13. Term; Survival of Obligations. This Agreement will terminate upon the first to occur of (a) termination of discussions between the Parties concerning the Purpose, (b) delivery of written notice of termination by either Party to the other Party, or (c) on August 31, 2021. Following termination, the obligations of Receiving Party under this Agreement with respect to the Confidential Information of Home Depot will continue in full force and effect for a term of five (5) years from the initial date of disclosure. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

14. Interpretation. The following rules of interpretation must be applied in interpreting this Agreement: (a) the headings used in this Agreement are for reference and convenience only and will not enter into the interpretation of this Agreement, (b) the provisions of the Exhibits to this Agreement are incorporated into this Agreement, (c) as used in this Agreement, the term “including” will always be deemed to mean “including, without limitation,” and (d) this Agreement shall not be construed against either Party as the drafter of this Agreement.

15. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the Purpose of this Agreement and supersedes all prior discussions and agreements, either oral or written, relating to the subject matter of this Agreement.

16. Points of Contact. The exclusive points of contact with respect to the transmission and control of Confidential Information provided by Home Depot to RECEIVING PARTY hereunder are designated by the respective parties as follows:

Home Depot:	RECEIVING PARTY:
Michael Carpenter	Milan Marlon Mcgraw

Home Depot U.S.A., Inc.	
2455 Paces Ferry Road N.W.	4737 South Champlain
Atlanta, GA 30339	Chicago, Illinois
Ph: 404-281-8638	312-545-6991
Email: <a href="mailto:michael_carpenter@homedepot.com">michael_carpenter@homedepot.com</a>	milanmcgraw2021@u.northwestern.edu

Either party may change its point of contact upon written notice to the other party.

17. Severability. If any provision of this Agreement shall be held invalid or unenforceable, such provision will be deemed deleted from this Agreement without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

18. Export Control. RECEIVING PARTY agrees that no technical data received hereunder shall be exported or disclosed to any foreign national, firm or country, including foreign nationals employed by or associated with the receiving party, without first complying with the U.S. Export Administration Regulations (EAR) and/or U.S. International Traffic in Arms Regulations (ITAR), including obtaining an export license or technical assistance agreement, if applicable.

***SIGNATURE PAGE TO FOLLOW***

Agreed and Accepted:

**HOME DEPOT U.S.A., INC.**

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

*[Signature]*

\_\_\_\_\_  
*[Printed Name]*

\_\_\_\_\_  
*[Title]*

Agreed and Accepted:

Northwestern University

Milan McGraw

By: *M McGraw*

*[Signature]*

**Milan McGraw**  
\_\_\_\_\_  
*[Printed Name]*