

NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (this "**Agreement**") is made effective as of April 12, 2024 (the "**Effective Date**"), by and between Contoso, Ltd. (the "**Employer**"), of 123 Any Street, Anytown, Michigan 48123, and _____ (the "**Employee**"), of _____, _____.

In conjunction with the Employee's employment, the Employer has requested and the Employee agrees that the Employee will protect the confidential material and information which may be disclosed between the Employer and the Employee. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to the Employer, whether or not owned or developed by the Employer, which is not generally known other than by the Employer, and which the Employee may obtain through any direct or indirect contact with the Employer. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Employer concerning the business, technology and information of the Employer and any third party with which the Employer deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

A. "Confidential Information" does not include:

- matters of public knowledge that result from disclosure by the Employer;
- information rightfully received by the Employee from a third party without a duty of confidentiality;
- information independently developed by the Employee;
- information disclosed by operation of law;
- information disclosed by the Employee with the prior written consent of the Employer;
- any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. The Employee understands and acknowledges that the Confidential Information has been developed or obtained by the Employer by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Employer which provides the Employer with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Employee of the Confidential Information, the Employee agrees as follows:

A. No Disclosure. The Employee will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Employer.

B. No Copying/Modifying. The Employee will not copy or modify any Confidential Information without the prior written consent of the Employer.

C. Unauthorized Use. The Employee shall promptly advise the Employer if the Employee becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

III. UNAUTHORIZED DISCLOSURE OF INFORMATION - INJUNCTION. If it appears that the Employee has disclosed (or has threatened to disclose) Confidential Information in violation of this

Agreement, the Employer shall be entitled to an injunction to restrain the Employee from disclosing the Confidential Information in whole or in part. The Employer shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

IV. RETURN OF CONFIDENTIAL INFORMATION. Upon termination of the Employee's employment, the Employee shall return to the Employer all written materials containing the Confidential Information.

V. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

VI. NO WARRANTY. The Employee acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. THE EMPLOYER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE EMPLOYER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Employer does not represent or warrant that any product or business plans disclosed to the Employee will be marketed or carried out as disclosed, or at all. Any actions taken by the Employee in response to the disclosure of the Confidential Information shall be solely at the risk of the Employee.

VII. LIMITED LICENSE TO USE. The Employee shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Employee acknowledges that, as between the Employer and the Employee, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Employer, even if suggestions, comments, and/or ideas made by the Employee are incorporated into the Confidential Information or related materials during the period of this Agreement.

VIII. INDEMNITY. Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

IX. ATTORNEY'S FEES. In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

X. TERM. The obligations of this Agreement shall survive until termination of the Employee's employment.

XI. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Michigan. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times in accordance with the term of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

XII. WHISTLEBLOWER PROTECTION. This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i)

made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

XIII. SIGNATORIES. This Agreement shall be executed by _____, on behalf of Contoso, Ltd. and _____ and delivered in the manner prescribed by law as of the date first written above.

EMPLOYER:

By: _____ Date: _____

EMPLOYEE:

By: _____ Date: _____
