**L2 Consulting LLC**

**NON-DISCLOSURE AGREEMENT**

This NON-DISCLOSURE AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between L2 Consulting LLC., a Virginia corporation (hereinafter referred to as “L2”) with its Offices located at: 7974 Pebble Brook Ct, Springfield, VA 22153 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as ”\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”) with its Offices located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Recitals**

WHEREAS, the above-named parties contemplate discussions concerning each other’s technology and enabling software products, and a possible business relationship or opportunity related thereto; and

WHEREAS, such discussions shall be for the purpose(s) of: developing and marketing a tactical 5G communications system for both ship board and terrestrial use. (the “Purposes”); and

WHEREAS, the above-named parties are providing each other with Proprietary and Confidential Information about their technology, trade secrets, business and financial information to explore business opportunities between the parties; and

WHEREAS, the Proprietary and Confidential Information to be shared derives economic value from not being known generally to persons other than the Disclosing Party, and accordingly, both parties need assurance that the disclosed technology or product and any and all other Proprietary and Confidential information conveyed will be treated as such;

THEREFORE, in consideration of the forgoing and the mutual promises contained herein, the parties hereby covenant and agree as follows:

**1. Proprietary and Confidential Information.**

**A. Definition.** The term Proprietary and Confidential Information refers to all information disclosed by written, oral, graphic, electronic or physical transmission by either party (the “Disclosing Party”) to the other party (the “Recipient Party”) in furtherance of the Purposes of this Agreement, including but not limited to any written documentation, programs, drawings, software coding, white papers, application programming interfaces (API), software development kits (SDK) and audio-visual documentation.

**B. Exceptions.** Notwithstanding Section 1(A) above, Proprietary and Confidential Information shall not include any information that:

**(i)** The Recipient Party shall have acquired from the Disclosing Party prior to the execution of this Agreement or pursuant to a subsequent agreement between the parties hereto;

**(ii)** Was or becomes available to Recipient Party on a non-confidential basis from a source other than the Disclosing Party, provided such source is not bound by a confidentiality agreement with or other obligation of secrecy to the Disclosing Party or another party;

**(iii)** Is independently developed by the Recipient Party by individuals without access to Proprietary and Confidential Information as demonstrated by contemporaneous, written documentation;

**(iv)** Was disclosed by the Disclosing Party generally without restriction on disclosure;

**(v)** Was generally known to the public on the date of execution of this Agreement;

**(vi)** Has become generally available to the public after the date of execution of this Agreement, other than as a result of any unauthorized disclosure by Recipient Party or its Representatives (as defined in Section 2(E) below). Proprietary and Confidential Information shall not be deemed to have become generally available to the public by virtue of the existence of one or more parts of the Proprietary and Confidential Information being in the public domain unless the particular combination of such parts is taught by a document which is lawfully available to the public.

**2. Use of Proprietary and Confidential Information.**

**A. Restrictions on Use.** Any disclosed Proprietary and Confidential Information shall be used only for the Purposes articulated in the Recitals. The Disclosing Party’s Proprietary and Confidential Information, and any and all documents or information derived therefrom, shall be kept strictly confidential and shall not be disclosed in any manner to any third party without the specific written authorization of the Disclosing Party. The Recipient Party further agrees that it shall not copy the Disclosing Party’s Proprietary and Confidential Information whether in tangible or intangible form and shall not use the Disclosing Party’s Proprietary and Confidential Information, or any information derived therefrom, for its own benefit or the benefit of others, except as authorized in writing by the Disclosing Party or pursuant to this Agreement. Neither shall the Recipient Party alter or remove from the Disclosing Party’s Proprietary and Confidential Information any proprietary, patent, copyright, trademark, or trade secret legend, nor shall the Recipient Party attempt to decompile, reverse assemble, reverse compile or reverse engineer the Disclosing Party’s Proprietary and Confidential Information. Each Recipient Party has been informed and acknowledges that the unauthorized taking or use of the Disclosing Party’s Proprietary and Confidential Information may subject the Recipient Party to civil or criminal penalties. Without limiting the foregoing, the restrictions on disclosure and use set forth herein shall not restrict or limit the right of the Recipient Party to independently design, develop, acquire, market, service or otherwise deal in, directly or indirectly, products or services competitive with those of the Disclosing Party.

**B. Standard of Care.** The Recipient Party shall possess and handle all disclosed Proprietary and Confidential Information with at least the same standard of protection afforded to their own confidential information, and in no case less than a commercially reasonable standard of care within the context contemplated by this Agreement. A commercially reasonable standard of care includes measures such as storing Proprietary and Confidential Information in locked cabinets or password-protected computers, and immediate notification to the Disclosing Party of the discovery of unauthorized access to Proprietary and Confidential Information.

**C. Ownership and Rights.** Proprietary and Confidential Information is being communicated for the specific business Purposes as defined in the Recitals. Absolute ownership of all Proprietary and Confidential Information shall remain with the Disclosing Party at all times, and the Recipient Party shall not receive any ownership, intellectual property or license rights (express or implied) in the Proprietary and Confidential Information through this Agreement.

**D.** **No Obligation to Disclose or Receive.** This Agreement does not create an obligation for either party to disclose Proprietary and Confidential Information, and the Recipient Party may decline to receive any information that they do not wish to receive from the Disclosing Party.

**E.** **Representatives.** The Recipient Party may only furnish or otherwise disclose the Disclosing Party’s Proprietary and Confidential Information or portions thereof to those of its partners, members, directors, officers, consultants or employees (collectively, “Representatives”) who need to know such information for the purpose of carrying out its obligations under this Agreement, provided such disclosure shall be made to such Representatives only to the extent necessary and for the Purposes specified herein, and only after each such Representative has been advised of the confidential nature of the Proprietary and Confidential Information and the Representative has been required to keep the Confidential Information confidential. Each Recipient Party agrees to be responsible for any breach of this Agreement by any of its Representatives.

**F.** **Unauthorized or Compelled Disclosure.** In the event that anyone to whom the Proprietary and Confidential Information is transmitted becomes aware of any unauthorized use or possession of the Disclosing Party’s Proprietary and Confidential Information, or in the event that anyone to whom the Disclosing Party’s Proprietary and Confidential Information is transmitted pursuant to this Agreement becomes legally compelled to disclose any of such Proprietary and Confidential Information, the Disclosing Party shall be provided with prompt written notice allowing sufficient time for the Disclosing Party to seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. In such case, the Recipient Party shall disclose only that Proprietary and Confidential Information necessary to comply with the legal order.

**3. Designated Representative for Proprietary Information.** The following designated individual shall serve as the Designated Representative of each party to this Agreement for the communication and receipt of Proprietary and Confidential Information hereunder:

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| --- | --- |
| For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: | For L2: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ | Lenval Logan, CEO |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | L2 Consulting LLC  7974 Pebble Brook |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Springfield VA 22153 |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | USA |

**4. Term of Agreement.**

**A. Term.** This Agreement shall protect all information disclosed between the date of execution of this Agreement and 31 December 2025, (the “Term”) or until such time that notice of cessation is made by one Party to the other. No further disclosures pursuant to the Purposes for this Agreement are to be made after this date, and any disclosures made after this date will not be subject to the protections of this Agreement. Disclosures of Confidential and Proprietary Information made during the Term shall be subject to the provisions of section 4.C. below.

**B. Return of Materials.** Upon written request from the Disclosing Party or expiration of the Term, the Recipient Party shall, as soon as practicable, surrender to the Disclosing Party any and all books, records, samples, drawings, flowcharts, manuals and reports, correspondence and all other materials and documents and other matter in any tangible form in the Recipient Party’s possession or control that in any manner contain or relate to the Disclosing Party’s Proprietary and Confidential Information, as well as any and all other property belonging to the Disclosing Party. The Disclosing Party may alternatively request destruction of Proprietary and Confidential Information or waive the requirements of this section.

**C. Obligations Survive the Term.** The obligations imposed hereunder shall survive the Term of this Agreement until such time that the Proprietary and Confidential Information becomes publicly known through no action of the Recipient Party.

**5. Disputes.**

**A. Applicable Law and Jurisdiction**. All questions relating to the execution, interpretation and performance of this Agreement shall be governed by the laws of the State of Virginia. The parties consent to a state court located in the County of Fairfax, Virginia or a federal court located in Northern Virginia as having the sole jurisdiction of any and all controversies that may arise under this Agreement.

**B**. **Remedies.** Each party acknowledges and agrees that disclosure of any Proprietary and Confidential Information or violation of any other provision of this Agreement will give rise to irreparable injury to the Disclosing Party, and that money damages may not be a sufficient remedy for breach of the provisions of this Agreement. Accordingly, if the Recipient Party fails (or if there is a threat of failure) to comply with any covenants or agreements contained in this Agreement, then in addition to any other remedy specifically provided for at law or in equity, the Disclosing Party shall be entitled to injunctive and other equitable relief, including but not limited to, the specific performance of the terms and conditions of this Agreement, or to the granting of future earnings inured by, or assignment of intellectual property rights claimed by, the Recipient Party for any product or service developed in violation of this Agreement. The Recipient Party agrees to waive any requirement for an injunction bond but, if a bond is required by a court, it shall be in a nominal amount. In addition, the breaching party shall be fully responsible for all costs of the enforcement of this Agreement including attorneys' fees and expenses incurred by the enforcing party. The remedies hereunder shall be cumulative and not alternative; the election of one remedy for a breach shall not preclude pursuit of other remedies.

**6. Severability.** If any provision of this Agreement is held invalid, all other provisions of this Agreement shall remain in effect; PROVIDED, HOWEVER, that the invalid provision shall, to the extent possible, be modified by the parties, or a court of law, as needed to make such provision valid.

**7. Successors and Assigns.** This Agreement, and the rights and obligations hereunder, are for the benefit of the parties and their successors and heirs resulting from a change of control, business acquisition, merger, reorganization, or similar business event. This Agreement, and the rights and obligations hereunder, are not assignable by either party absent such a change of control without the written consent of the other party.

**8. No Warranties.** THE DISCLOSING PARTY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, UTILITY, SAFETY OR APPROPRIATENESS FOR A PARTICULAR USE OF PROPRIETARY AND CONFIDENTIAL INFORMATION.

**9. No Agency or Partnership.** The parties do not intend that any agency or partnership relationship, or obligation to proceed with any business transaction, be created under or by function of this Agreement, and that any such relationship or obligation shall be memorialized in a separate, subsequent agreement.

**10. Entire Agreement; No Waiver.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior negotiations and discussions. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by both parties, and any waiver shall apply only to the specific instance at issue and shall not affect the ability of the parties to enforce the obligations of this Agreement in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ L2 Consulting LLC.

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Lenval Logan, CEO