



ON-SITE AGREEMENT

As a condition of my assignment to perform services for GALACTIC CO., LLC, hereinafter “GALACTIC CO.”, I, the Undersigned, agree to abide by the terms and conditions of this On-Site Agreement (the “Agreement”) as follows:

A. Definitions:

1. “**Agents**” means directors, officers, employees, agents, professional advisers and contractors;
2. “**Confidential Information**” means the terms of this Agreement and Information relating to GALACTIC CO. and/or to the work to be conducted by the Undersigned for the benefit of GALACTIC CO. and the material or information which is made available visually, in writing (including by fax and other forms of written material transmitted electronically) or orally to the Undersigned or its Agents by GALACTIC CO. or its Agents. This includes material which is recorded following oral disclosure and any other information otherwise made available by GALACTIC CO. or its Agents, whether before, on or after the date of this Agreement including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - a. is (or subsequently becomes) publicly available at the time of its disclosure (other than as a result of disclosure by the Recipient or any of its Agents contrary to the terms of this Agreement); or
 - b. was lawfully in the possession of the Recipient (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to disclosure by GALACTIC CO.; or
 - c. following disclosure, becomes available to the Recipient (as can be demonstrated by its written records or other reasonable evidence) from a source other than the GALACTIC CO. or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to GALACTIC CO. in relation to such information
3. “**Information**” means all information in whatever form including, without limitation, all data, proposals and plans whether in writing, conveyed orally or by machine-readable medium, information concerning GALACTIC CO.’s markets, business, products, contracts, customers, suppliers, employees, intellectual property, business plans, operating procedures, financial data, capital projects, research and development activities, designs, discoveries, proprietary ideas, formulae, concepts, techniques, methods and procedures, financial forecasts and projections and means, methods and processes of operating, as well as any study, report, analysis, summary, synopsis, compilation; and

B. Covenants:

1. The Undersigned shall:
 - a. apply no lesser security measures to Confidential Information than it applies to its own confidential information;
 - b. use Confidential Information solely for the benefit of GALACTIC CO. with respect to the work to be conducted and in particular will not use it for any competitive or commercial purpose;
 - c. not disclose Confidential Information to any third party (other than to the Undersigned’s Agents who require knowledge of the Confidential Information for the purpose described in b) above) or use it or allow it to be used for the benefit of any such third party;

- d. ensure that each person to whom disclosure of Confidential Information is made in accordance with paragraph c) above is fully aware in advance of the Recipient's obligations hereunder;
 - e. at the GALACTIC CO.'s written request at any time, return to GALACTIC CO. forthwith by such means as GALACTIC CO. may specify all material containing Confidential Information supplied to the Undersigned, and the Undersigned will also forthwith destroy, and certify to the other party in writing that it has so destroyed, any documents or other materials containing copies, analyses, compilations or studies of all or parts of the Confidential Information which may be in the Undersigned's possession, such other materials shall include but not be limited to information stored on any computer media in machine readable form (including security and back-up copies);
 - f. not make or permit to be made or solicit or assist any third party to make any statement or announcement to any third parties about the GALACTIC CO. or the work to be performed in relation hereto or the existence or substance of the arrangements contained in this Agreement, or take any other action which may result in disclosures of any kind or nature whatsoever of any Confidential Information, save to the extent required by law or the rules of any regulatory organisation;
 - g. will notify GALACTIC CO. if the Undersigned becomes aware that any Confidential Information has been communicated or disclosed to an unauthorised third party;
 - h. keep all Information confidential for a period of five years from the date hereof, notwithstanding the earlier termination of this Agreement.
2. The Undersigned may disclose information that would otherwise be confidential if and to the extent required by law (provided that if the Undersigned becomes aware of the possibility that he may be compelled so to disclose such Confidential Information, he will, where possible, immediately give GALACTIC CO. notice of this fact and consult with GALACTIC CO. as to whether and if so what action should be taken to resist the same).

C. General Business Restrictions:

1. The Undersigned shall:
- a. will not bring weapons of any kind onto GALACTIC CO.'s premises;
 - b. will not manufacture, sell, distribute, possess, use or be under the influence of controlled substances (for non-medical reasons) or alcoholic beverages while on GALACTIC CO.'s premises;
 - c. will not have in my possession hazardous materials of any kind on GALACTIC CO.'s premises without GALACTIC CO. authorization;
 - d. acknowledge that all persons, property, and vehicles entering or leaving GALACTIC CO. premises are subject to search;
 - e. will remain in authorized areas only (limited to the work locations, cafeterias, rest rooms);and
 - f. will comply with applicable rules, including safety and security rules, of GALACTIC CO.

D. Computer-based Information Systems:

1. The Undersigned agrees to limit her/his access to computer-based information systems, databases, and/or files containing data and/or information related to subject areas approved by GALACTIC CO.,

and shall not access, nor attempt to access, computer-based information systems, databases, and/or files containing data and/or information that are not related to such identified subject areas.

2. The Undersigned agrees that s/he will not use, analyze, copy (including printed copies), download, merge, modify, reverse compile, or reverse engineer any software, data and/or information residing in, or associated with, any of GALACTIC CO. computer-based information systems. The Undersigned agrees to only use accessed data and/or information for the sole purpose of performing my assignments with GALACTIC CO.
3. The Undersigned understands that GALACTIC CO. has the right to access and review any documents created or transferred on GALACTIC CO. facilities including email.

E. Export Certification:

1. The Undersigned will comply with all U.S. export control laws and regulations. The information which the Undersigned may receive pursuant to this Agreement may be subject to the provisions of the Export Administration Act of 1979 and the Export Administration Regulations promulgated hereunder, the Arms Export Control Act, and the International Traffic in Arms Regulations, and the sanctions laws administered by the Office of Foreign Assets Control. The Undersigned acknowledges that these statutes and regulations impose restrictions on import, export and transfer to third countries of certain categories of data, and that licenses from the U.S. Department of State, the U.S. Department of Commerce and/or the U.S. Treasury Department may be required before such data can be disclosed hereunder, and that such licenses may impose further restrictions on use and further disclosure of such data.
2. The Undersigned will not distribute, transfer, release or transmit such information or material (even if incorporated into other material) except in compliance with U.S. export control laws and regulations then in effect. The Undersigned shall first obtain the written consent of GALACTIC CO. prior to submitting any request to any governmental entity for authority to export such Confidential Information.
3. The Undersigned will not conduct work for GALACTIC CO. using anyone other than U.S. Person(s) or permanent resident aliens (i.e., green card holders) as defined under the ITAR § 120.15. In the event that the Undersigned cannot comply with this provision he must provide advance written notice to GALACTIC CO..
4. The Undersigned represents that s/he is a U.S. Person as defined in ITAR § 120.15 as a person who is lawful permanent resident as defined by 8 U.S.C. 1101(a) (20) or who is a protected individual as defined by 8 U.S.C. 1324b (a) (3). It also means any corporation, business association, partnership, society, trust, or any other entity, organization or group that is incorporated to do business in the United States. It also includes any governmental (federal, state or local) entity. It does not include any foreign person as defined in § 120.16 of this part.

F. Miscellaneous:

1. This Agreement shall continue in effect until the termination by the parties of their discussions relating to GALACTIC CO. or the work to be performed. Notwithstanding any termination of this Agreement all Confidential Information shall continue to be subject to the terms of this Agreement unless superseded by a definitive agreement between the parties containing restrictions concerning confidentiality.
2. Without prejudice to any other rights or remedies that GALACTIC CO. may have, the Undersigned acknowledges and agrees that damages alone would not be an adequate remedy for any breach by him of the provisions of this Agreement and that, accordingly, GALACTIC CO. may be entitled without proof of special damage to the remedies of injunction specific performance and other equitable relief for any threatened or actual breach of any of these provisions by the Undersigned.

3. This Agreement constitutes the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior written or oral understandings agreements and deeds relating to it and shall not be modified or amended except in writing executed by both parties.
4. If any provision of this Agreement is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of all of the other provisions of this Agreement shall not be impaired.
5. No failure or delay by any party in exercising or enforcing any right, power or remedy which arises under this Agreement shall operate as a waiver of that or any other right, power or remedy. No waiver shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced.
6. The Undersigned may not use the GALACTIC CO. name, logo, trade name, trademarks or service marks.
7. GALACTIC CO. is not making any representation or warranty as to the accuracy or completeness of any Confidential Information. Accordingly, GALACTIC CO. will not be liable for any direct or indirect or consequential loss or damage suffered by any person as a result of any reliance placed on any statement contained in or omitted from the Confidential Information.
8. The Undersigned agrees to abide by GALACTIC CO. policies for the conduct of its business, which include compliance with all laws, regulations and other governmental requirements during the course of my visit at GALACTIC CO.
9. Neither party will represent itself as the agent or legal partner of the other nor perform any action that might result in other persons believing that it has authority to contract in any way to enter into commitments on behalf of the other.
10. This Agreement shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other.
11. The Undersigned will bear their own costs incurred in considering or pursuing the work to be performed in relation to this Agreement.
12. The Undersigned agrees that documents, whether containing Confidential Information or otherwise, made available to it or its Agents prior to, in the course of, or for the purpose of, negotiations or discussions in relation to the work to be performed, will not constitute an offer or invitation by, or on behalf of, GALACTIC CO., nor will those documents nor the information contained in them form the basis of, or any representation in relation to, any contract. Nothing in this Agreement will oblige GALACTIC CO. to pursue discussions or enter into any agreement in relation to the work to be performed and GALACTIC CO. will not be obliged to disclose any Information as a result of entering into this Agreement.
13. This Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law principles.

[SIGNATURE PAGE TO FOLLOW]

I sign this Agreement for the benefit of GALACTIC CO. on this _____ day of _____
month of 202____.

.....
Signature

.....
Print Name:

.....
Title: