



Intern Non-Disclosure Agreement

This Non-Disclosure Agreement (hereinafter the “Agreement”) is made and entered into on by and between Applied Technology Solutions, Inc. (hereinafter the “Company”), and Unique Divine, with a social security number of 202768225 (hereinafter “Intern”), on this Day of October 5th, 2020. Intern is seeking experience and training from Company and in the process, may be exposed to Confidential Information (as defined below). The Agreement is intended to prevent the unauthorized disclosure and use of Confidential Information.

FOR GOOD CONSIDERATION, and in consideration of Intern’s employment or continued employment with the Company, Intern hereby agrees and acknowledges:

1. That during the course of Interns employment with the Company, there may be disclosed to Intern certain trade secrets, confidential and/or proprietary business information as well as any unpublished material of or regarding the Company; consisting of but not limited to:
 - a. Technical information: Assays and assay results, resource estimates and/or projections. methods, processes, formulae, compositions. systems, techniques, inventions, machines, computer programs, research projects and experimental or developmental work, relating to any project or organization, and regardless whether such information is designated, labeled, or marked as confidential or its equivalent.
 - b. Business information: Business and development plans, investor and customer lists, pricing data, sources of supply, financial data, marketing, production, client data, proprietary data and merchandising systems or plans and operation plans, investor transactions, stock and/or warrant ownership.
2. As used in this Agreement, the term “Confidential Information” means all Technical and/or Business information described in paragraphs 1.a. and 1.b. above, and any other trade secrets and/or confidential and/or proprietary business information of or regarding the Company (including information created or



developed, in whole or in part, by Intern), which is not generally known about the Company or about its business.

- a. Confidential Information includes not only the information itself, but also all documents containing such information, and all such information maintained in electronic or other form.
 - b. For purposes of this Agreement, Confidential Information shall not include any information which Intern can establish that (i) was publicly known or (ii) becomes publicly known and made generally available after disclosure to Intern by the Company.
3. Intern agrees that, except in promoting the Company's business, and as necessary in performing the duties of his/her employment with the Company, Intern shall not use in any manner, directly or indirectly, any Confidential Information. Intern agrees that he/she will never use any Confidential Information for his/her own benefit or for the benefit of any person or entity other than the Company, and will not permit or allow any Confidential Information to be used in competition with the Company. Intern acknowledges and agrees that all Confidential Information is the exclusive property of the Company, and Intern has no independent or individual claim to such Confidential Information for any purpose. During his/her employment with the Company and thereafter, Intern shall take all reasonable steps to prevent any unauthorized disclosure or use of all Confidential Information. Intern further agrees that in the event that he/she becomes aware of any unauthorized use or disclosure of Confidential Information, Intern is to notify the Company immediately.
 4. Intern recognizes that without Company's prior written consent, Intern will not:
 - a. Disclose Confidential Information to any third party.
 - b. Make or permit to be made copies or other reproductions of Confidential Information.
 - c. Make any commercial use of Confidential Information.
 5. Upon Company's request, Intern shall immediately return all original materials provided by Company and any copies, notes or other documents in Intern's possession pertaining to Confidential Information.
 6. Intern shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (b) solely for the purpose of reporting or



investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

7. This Agreement and Intern's duty to hold Confidential Information in confidence shall remain in effect from October 5th, 2020 until whichever of the following occurs first: (a) Company sends Intern written notice releasing it from this Agreement, or (b) Confidential Information disclosed under this Agreement ceases to be confidential, except for any of Company's client data, or personal data (either of Client or Company) in which case the agreement holds in perpetuity.
8. Intern agrees that upon the termination of employment from Company:
 - a. Upon Company's request, Intern shall immediately return all original materials provided by Company and any copies, notes or other documents in Intern's possession pertaining to Confidential Information.
 - b. The Company may notify any future or prospective employer or third party of the existence of this Agreement. The Company shall be entitled to injunctive relief for any or threatened breach of this Agreement, in addition to all other available remedies, including the recovery of monetary damages.
 - c. This Agreement shall be binding upon Intern and Intern personal representatives and successors-in-interest, and shall inure to the benefit of Company, its successors, and assigns.
9. Governing law: The Agreement shall be construed in accordance with the laws of the State of Massachusetts, in the United States of America, whether substantive or procedural.
10. Jurisdiction: The sole and exclusive venue for any legal action arising out of this Agreement shall be in the Superior Court of Massachusetts in the State of Massachusetts, in the United States of America.



11. General Provisions:

- a. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to execute the intent of the parties.
- b. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.
- c. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

Authorized Company Signature

Intern Signature

Printed Name

Printed Name

Date: October 5th, 2020Date: October 5th, 2020