



Vierra Digital LLC Non-Disclosure Agreement

This nondisclosure agreement (*hereinafter referred to as the Agreement*) is entered by and between _____ with its principal offices at **Vierra Digital LLC** to prevent the unauthorized use and disclosure of confidential information as defined below.

The parties agree to enter into a confidential relationship concerning the use and disclosure of certain proprietary and confidential information (*hereinafter referred to as Confidential Information*).

The receiving party agrees not to disclose, copy, clone, or modify any Confidential Information related to the disclosing party and not to use any such information without obtaining consent.

1. **Definition of Confidential Information:** For purposes of this Agreement, “*Confidential Information*” shall include any information, material, data, or know-how, including trade secrets, business operations, policies, and other proprietary information that is not generally known to the public and that is disclosed, either written or orally, to be or appears to be a reasonable person to be proprietary or confidential. If Confidential Information is in written form, the disclosing party shall label or stamp the materials with the word “*Confidential*” or some similar warning. If Confidential Information is transmitted orally, the disclosing party shall promptly provide written notice indicating that such oral communication constitutes Confidential Information.
2. **Exclusions from Confidential Information:** The receiving party's obligations under this Agreement do not extend to information that is:
 - 2.1 Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the receiving party.
 - 2.2 Discovered or created by the receiving party before disclosure by the disclosing party.
 - 2.3 Learned by the receiving party through legitimate means other than from the disclosing party or the disclosing party's representatives.
 - 2.4 Confidential Information is disclosed by the receiving party with the disclosing party's prior written approval.
 - 2.5 Confidential Information is disclosed as required or ordered by a court, administrative agency, or other governmental body.
3. **Obligations of the Receiving Party:** The receiving party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the disclosing party. The receiving party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. The receiving party shall not, without prior written approval of the disclosing party, use for the receiving party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the disclosing party, any Confidential



Information. Upon written request by the disclosing party, the receiving party shall immediately return to the disclosing party any records, notes, and other written, printed, or tangible materials in its possession about Confidential Information.

4. **U.S. Defend Trade Secrets Act:** Notwithstanding, the U.S. Defend Trade Secrets Act of 2016 (DTSA) provides that an individual shall be immune from civil and criminal liability for disclosing a trade secret if the disclosure is made (i) in confidence to a government official, directly or indirectly, or to an attorney solely to report or investigate a suspected violation of law or (ii) in a complaint or document filed in a lawsuit or proceeding if the filing is made under seal. The DTSA further provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation may disclose the trade secret to their attorney or the court if the individual discloses the trade secret (a) in a court filing under seal and (b) does not disclose the trade secret except under a court order.
5. **Rights in Confidential Information:** The disclosing party shall hold and maintain all rights, title, and interest in and to any Confidential Information. This Agreement and the disclosure of any Confidential Information by the disclosing party to the receiving party shall not be construed as granting the receiving party any rights, title, or interest in the Confidential Information, including any rights in copyright, trademark, patent, or any other intellectual property right.
6. **Term:** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and the receiving party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or confidential or until the disclosing party sends the receiving party written notice releasing the receiving party from this Agreement, whichever occurs first.
7. **Governance:** This Agreement shall be governed by and construed by the laws of the State of Massachusetts without regard to its choice of law principles. Any disputes that relate to the execution, interpretation, construction, performance, or enforcement of the Agreement will be brought and resolved solely and exclusively in the state or federal courts of Massachusetts.
8. **Relationship:** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer, or employee of the other party for any purpose.
9. **Successor and Assigns:** This Agreement binds and benefits the heirs, successors, and assignees of the parties.
10. **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 effect the intent of the parties.
11. **Waiver:** The failure by either party to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement expresses the complete understanding of the parties concerning the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a written agreement signed by both parties. This Agreement and each party's obligations shall be binding on



representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

The parties agree to the terms and conditions set forth above as demonstrated by either signature as follows:

Receiving Party Signed: _____

Receiving Party Printed: _____

Date: _____

Disclosed Party Signed: _____

Disclosed Party Printed: Vierra Digital LLC

Date: _____