

APPLICANT NON-DISCLOSURE AGREEMENT

THIS APPLICANT NON-DISCLOSURE AGREEMENT (this “**Agreement**”) is made effective as of the _____ day of _____ 2018, by and between Asurion, LLC, a limited liability company established pursuant to the laws of Delaware, on behalf of itself and for the benefit of its affiliates and subsidiaries with its principal address located at 648 Grassmere Park Drive, Nashville, Tennessee 37211 (collectively, “**Asurion**”) and _____, (“**Applicant**”) with an address of _____

(Asurion and Applicant each a “**Party**” and collectively the “**Parties**”).

WHEREAS, Applicant and Asurion and/or any one or more of its affiliated companies and/or subsidiaries are exploring the possibility of entering into a prospective employment or other business relationship with each other (the “**Purpose**”);

WHEREAS, to facilitate discussions, meetings and the conduct of business between the Parties with respect to the Purpose, and in the course of any business relationship between the Parties, if and when entered into, Asurion will disclose to Applicant, or Applicant will otherwise receive or obtain, certain Confidential Information as hereinafter defined; and

WHEREAS, Asurion wishes to restrict the use of and to protect the confidentiality of such Confidential Information.

NOW THEREFORE, in consideration of the foregoing and being given access to information that is confidential and proprietary, and for the other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree and covenant as follows:

1. Definitions

A. For the purposes of this Agreement, Confidential Information means any data or information of Asurion, whether oral, written or otherwise recorded, that is identified by Asurion as non-public, confidential or proprietary in nature, or given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential or proprietary. Notwithstanding the foregoing the following information shall be considered Confidential Information, whether or not specifically identified as such:

- (i) **Technical information**: Any scientific, computer or other technical information, source code, technology, research, methods, designs, drawings, inventions, improvements, processes, formulae, compositions, notebook or journal entries, technical notes and graphs, systems, techniques, machines, computer programs and research projects or any data provided by Asurion for testing purposes.
- (ii) **Marketing, Sales and Product information**: Information relating to any current or proposed products, including released or unreleased software or software products, computer programs, digital products, services, customer lists, client lists, pricing data, sources of supply, sales data, marketing plans, merchandising information, financial and strategies systems or plans, methods, businesses or business plans

(including the fact that Asurion and Applicant are having exploratory discussions in relation to the Purpose), pricing, distribution and other business strategies.

- (iii) **Business information:** Any information regarding suppliers, vendors, service delivery mechanisms, dealers, agents or employees of Asurion; any data or lists pertaining to any customers or the volume or any statistics about the customers of Asurion, any claims data of Asurion including information about the volume or type of insurance claims, all designs, ideas, processes, procedures, formulae, know-how, compilations, improvements, trade secrets, copyrightable materials, notes or records of Asurion, and any financial information relating to any aspect of the foregoing.
 - (iv) **Financial information:** Any financial information disclosed by Asurion which includes, without limitation, any information about the valuation, capitalization, liquidity, net worth or equity of Asurion or any of their affiliates.
 - (v) **Subscriber Data:** Confidential Information shall also include Asurion's Subscriber Data. "Subscriber Data" is any information pertaining to individuals, whether employees or subscribers of Asurion, including but not limited to Home and Business Addresses and Phone Numbers, credit card information, personal data files, and any other personally identifiable information obtained by Company, in any form, during the term of this Agreement. Subscriber Data is not only Confidential Information, but also restricted in use and access. No Subscriber Data can be accessed or transferred outside the United States.
 - (vi) **Third Party Data:** All third party confidential or proprietary information that Asurion has received and in the future will receive which is subject to a duty on Asurion's part to maintain the confidentiality of or to use it only for certain restricted purposes, and includes, without limitation, any confidential or proprietary information of Asurion's clients, vendors or customers.
- B. Confidential Information shall also include any analyses, compilations, derivations, forecasts, studies, or other documents or records which contain, are based on, or otherwise reflect or are generated in whole or in part by Asurion from such Confidential Information, including that stored on any computer, word processor or other similar device.
2. **Disclosure.** During the course of the relationship between Applicant and Asurion, Asurion may, through itself or its affiliates or subsidiaries or any of their respective officers, directors, agents, representatives (including attorneys or other professional advisors) or employees disclose or otherwise make available to Applicant, certain Confidential Information, either directly by verbal, written or electronic communications, or indirectly by observation of various operations, processes, strategies or methods conducted or used by Asurion. Disclosures made by Asurion (will be made upon the basis of the confidential relationship between Applicant and Asurion and upon the condition that, unless specifically authorized in writing by Asurion), Applicant shall:
- A. keep confidential and not use the Confidential Information for any other purpose other than the stated Purpose, including but not limited to competing with Asurion or any of its affiliates or subsidiaries;
 - B. not disclose any portion of any Confidential Information;

- C. take strict precautions, at a minimum those as Applicant affords its own confidential information of a similar nature, to safeguard and protect from direct or indirect disclosure to any third party all Confidential Information disclosed by Asurion to, or otherwise received by, Applicant;
 - D. upon the request of Asurion, immediately return to Asurion, or certify destruction of, all tangible materials concerning Confidential Information, including but not limited to memoranda, notes, reports, agreements, documents, drawings, hardware, disks and tapes, as well as all copies or extracts thereof, whether such material was made or compiled by Applicant or furnished by Asurion;
 - E. not reverse engineer, decompile or disassemble any software disclosed by Asurion, or alter, modify or prepare derivative works of the Confidential Information from Asurion without Asurion's consent; and
 - F. not utilize any knowledge gained or access to Asurion's Confidential Information to develop products or solutions that are competitive to those of Asurion; provided however, that nothing in this Section shall preclude Applicant from independently developing products or solutions if Applicant can demonstrate by competent evidence that such product or solution was independently developed by Applicant.
3. **Exceptions.** Notwithstanding the above, the term "Confidential Information" does not include information:
- A. that has become generally available to the public through no act or omission of Applicant;
 - B. that has been received in good faith by Applicant from a source other than Asurion or its Representatives, provided that, to the knowledge of Applicant, such source has legitimate possession of the information disclosed and has the right to make such disclosure without violating any duty or obligation of confidentiality to Asurion;
 - C. that was in the legitimate possession of Applicant prior to disclosure hereunder;
 - D. that has been approved for disclosure by express written approval of an authorized Representative of Asurion; or
 - E. that was independently developed by Applicant without the benefit of Confidential Information received from Asurion, as established by clear and convincing evidence.
4. **Mandatory Disclosure.** In the event that Applicant is required by legal process to disclose any of the Confidential Information of Asurion, Applicant shall give prompt advance notice so that Asurion may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, Applicant shall disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose, provided that Applicant shall exercise its reasonable efforts to preserve confidentiality of the Confidential Information by cooperating with Asurion to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded to the Confidential Information by such tribunal.
5. **Ownership; No License.** This Agreement, including the disclosure of any Confidential Information hereunder, shall not be construed as granting or conferring any ownership

interests in the Confidential Information to Applicant or any license or rights in, to or arising from the Confidential Information. Asurion shall at all times retain all proprietary rights (including, but not limited to, patents, copyrights and trade secrets) in and to Confidential Information, including all modifications or additions thereto by Applicant. Applicant shall not reproduce, use or copy any Confidential Information of Asurion other than expressly in accordance herewith or as may be otherwise approved in advance in writing by Asurion.

6. **Equitable Remedies.** Applicant acknowledges that because of the unique and proprietary nature of the Confidential Information, a breach or threatened breach of any of the foregoing provisions could cause Asurion irreparable damage and injury that would not be compensable by monetary damages alone and, accordingly, that Asurion shall, in addition to all other available legal or equitable remedies, be entitled to seek injunctive relief against such breach or threatened breach by Applicant, or to specific performance of this Agreement.
7. **Survival of Obligations.** This Agreement is intended to cover Confidential Information received by Applicant both prior and subsequent to the date hereof. The obligations of the Parties shall survive the termination of the association between them, regardless of the manner of such termination. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by Asurion, its successors, and assigns against Applicant, its successors and assigns.
8. **No Other Agreement.** This Agreement constitutes the entire agreement by and between the parties hereto with respect to the subject matter hereof and there are no understandings, agreements or representations with respect to the subject matter hereof, express or implied, between Applicant and Asurion not specified herein. If any clause or provision herein shall be judged invalid or unenforceable, it shall not affect the validity of any other provision, which shall remain in full force and effect.
9. **No Obligation to Proceed.** Each Party reserves the right to terminate discussions regarding the Purpose at any time for any reason. Upon termination of the association between the Parties, neither Party shall have any obligation to enter into any further agreement with the other except as further agreed by both Parties.
10. **Governing Law.** This Agreement shall be governed by the laws of the State of Delaware applicable therein, without regard to conflict of laws principles that would have the substantive laws of any other jurisdiction apply.
11. **Severability; Waiver.** If any clause or provision herein shall be judged invalid or unenforceable, it shall not affect the validity of any other provision, which shall remain in full force and effect. It is understood and agreed that no failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
12. **Assignment.** Applicant may not assign this Agreement, or any rights or obligations hereunder, whether by operation of contract, law or otherwise, except with the express written consent of Asurion.
13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

By Asurion, LLC
Signature: _____
Name: _____
Title: _____

By Applicant
Signature: _____
Name: _____
Title: _____