National Service Alliance, Inc.

MUTUAL NON‑DISCLOSURE AGREEMENT

**This Agreement** governs the disclosure of information by and between **National Service Alliance, Inc.** a Delaware corporation and Abounding Goods LLC with offices in Provo, UT as of February 21, 2022 (the “**Effective Date**”).

1. The parties acknowledge that either of them may disclose to the other ("Recipient") information which is deemed to be confidential, secret and/or proprietary to the disclosing party ("Disclosing Party").
2. As used herein, “**Confidential Information**” shall mean the information provided by Discloser to Recipient, as specified below:

Verbal and written information shared during discussions and customer/client information.

1. If the Confidential Information is embodied in tangible material (including without limitation, software, hardware, drawings, graphs, charts, disks, tapes, prototypes and samples), it shall be labeled as “Confidential” or bear a similar legend. If the Confidential Information is disclosed orally or visually, it shall be identified as such at the time of disclosure and be confirmed in a writing to the receiving party within thirty (30) days of such disclosure, referencing the place and date of oral or visual disclosure and the names of the employees of the “Recipient” to whom such oral or visual disclosure was made, and including therein a brief description of the Confidential Information disclosed. Confidential Information shall also include any information which is obtained as a result of a visit by “Recipient” personnel or agents to “Disclosing Party’s” facilities where the information is obtained via (i) exposure to “Disclosing Party’s” desks, work areas, computers, or other areas in “Disclosing Party’s” facilities, (ii) hearing discussions among “Disclosing Party” employees, or (iii) any other inadvertent disclosure of such information while “Recipient” personnel or agents are at “Disclosing Party’s” facilities.
2. The “Recipient” agrees it will not disclose Confidential Information to any third party, except as approved in writing by the “Disclosing Party”, and will use the Confidential Information for no purpose other than evaluating or pursuing a business relationship with the “Disclosing Party”. The “Recipient” shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations substantially similar to those contained herein.
3. The “Recipient” shall immediately notify the “Disclosing Party” upon discovery of any loss or unauthorized disclosure of any Confidential Information.
4. The “Recipient’s” obligations under this Agreement with respect to any portion of the Confidential Information shall terminate when the “Recipient” can document that: (a) it was in the public domain at the time it was communicated to the “Recipient”; (b) it entered the public domain subsequent to the time it was communicated to the “Recipient” through no fault of the “Recipient”; (c) it was in the “Recipient’s” possession free of any obligation of confidence at the time it was communicated to the “Recipient”; (d) it was rightfully communicated to the “Recipient” free of obligation of confidence subsequent to the time it was communicated to the “Recipient”; (e) it was developed by employees or agents of the “Recipient” independently of and without reference to any information communicated to the “Recipient”; (f) it was communicated by the “Disclosing Party” to an unaffiliated third party free of any obligation of confidence; or (g) the communication was in response to an order by a court or other governmental body, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement.
5. Upon termination or expiration of the Agreement, or upon written request of the “Disclosing Party”, the “Recipient” shall promptly return to the “Disclosing Party” all documents and other tangible materials representing the Confidential Information and all copies thereof.
6. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information shall remain the property of the “Disclosing Party” and shall contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the “Disclosing Party”.
7. This Agreement shall terminate three (3) years after the Effective Date, or may be terminated by either party atany time upon thirty (30) days written notice to the other party. The “Recipient’s” obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the “Recipient’s” heirs, successors and assigns. The “Recipient’s” obligations hereunder shall continue for three (3) years from the Effective Date.
8. “Recipient” shall be free to use the residuals of any Confidential Information for any purpose, subject only to the obligations with respect to disclosure of such Confidential Information set forth herein. The term “residuals” shall mean that information in nontangible form that may be retained by those employees of “Recipient” who have had access to the Confidential Information.
9. This Agreement shall be governed by and construed in accordance with the laws of California without reference to conflict of laws principles. Any disputes under this Agreement shall be subject to the exclusive jurisdiction and venue of Californiastate courts and the Federal courts located in San Francisco County, California**,** and the parties hereby consent to the personal and exclusive jurisdiction and venue of these courts. This Agreement may not be amended except by a writing signed by both parties hereto.
10. If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be severed and the remainder of this Agreement will continue in full force and effect.
11. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
12. The “Recipient” shall not export, directly or indirectly, any technical data acquired pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.
13. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specifyin writing.
14. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us on this subject matter. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged.

**IN WITNESS WHEREOF**, the parties hereto have caused this Non‑Disclosure Agreement to be executed as of the Effective Date.

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| **Abounding Goods, LLC** | **National Service Alliance, Inc.** |
| By: | By: |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: |
| Address: 1742 North 2000 West  Provo, UT 84604 | Address: 6762 South 1300 East  Salt Lake City, UT 84121 |
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