

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of the date last signed (the "Effective Date") by and between the party set forth in the signature block as the Disclosing Party ("Disclosing Party"), and the party set forth in the signature block as Recipient ("Recipient").

1. **Purpose.** The Disclosing Party desires to discuss with Recipient TN-related data (the "Purpose"), and in connection with the Purpose, the Disclosing Party may disclose to Recipient certain confidential organization information which the Disclosing Party desires Recipient to treat as confidential.

2. **"Confidential Information"** means any information disclosed to Recipient by the Disclosing Party, either directly or indirectly in writing, orally, or by inspection of tangible objects, including, without limitation, research plans, Tennessee data, project design documents, data analysis, inventions, advocacy plans, processes, products, product plans, research, services, specifications, software, source code or trade secrets. Confidential Information may also include information disclosed to the Disclosing Party by third parties. Confidential Information shall not, however, include any information which Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Recipient by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure to Recipient by the Disclosing Party through no action or inaction of Recipient; or (iii) is in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by the Disclosing Party as shown by Recipient's files and records immediately prior to the time of disclosure.

3. **Non-disclosure and Non-Use.** Recipient agrees not to disclose any Confidential Information to third parties or to employees of Recipient, except to those directors, officers, employees, agents, financing sources or advisors ("Agents") who are required to have the information in order to evaluate or engage in discussions concerning the Purpose, it being agreed that Recipient shall inform such Agents of the confidential nature of such information and that by receiving such information they are agreeing to be bound by this Agreement, including without limitation to keep such information confidential. Recipient agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Purpose.

4. **Maintenance of Confidentiality.** Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures that Recipient takes to protect its own most highly confidential information. Recipient shall not make any copies of Confidential Information unless the same are previously approved in writing by the Disclosing Party. Recipient shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Recipient shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information.

5. **No Obligation.** Nothing herein shall obligate the Disclosing Party or Recipient to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Purpose.

6. **Ownership and No License.** All Confidential Information and any derivatives thereof, whether created by the Disclosing Party or Recipient, shall be and remain the sole property of the Disclosing Party. Nothing in this Agreement is intended to grant any rights to Recipient under any patent, copyright, trademark or other intellectual property right of the Disclosing Party, nor shall this Agreement grant Recipient any rights in or to Confidential Information except as expressly set forth herein.

7. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO

WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

8. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Recipient shall be promptly returned to the Disclosing Party upon the Disclosing Party's request. Notwithstanding the foregoing, Recipient shall not be required to return any Confidential Information stored and archived in automated data backup systems; provided, however, any such stored or archived Confidential Information shall remain subject to the terms of this agreement (notwithstanding its termination).

9. **Remedies.** Recipient agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to obtain injunctive relief in addition to all legal remedies.

10. **Recipient Information.** The Disclosing Party does not wish to receive any confidential information from Recipient, and the Disclosing Party assumes no obligation, either express or implied, with respect to any information disclosed by Recipient.

11. **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect for a period of five (5) years. Upon expiration or termination of this Agreement, all rights and obligations hereunder shall cease.

12. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Tennessee, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this agreement shall remain valid and enforceable as though such term were absent upon the date of its execution.

DISCLOSING PARTY:

ThinkTennessee

(Company)

Mariana Rodriguez, Policy Director

By: (Name, Title)

5/24/19

(Date)

RECIPIENT:

(Signature)

(Print Name)

(Print title if signing on behalf of an entity)

(Date)

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