

INSTRUCTIONS

THIS AGREEMENT MUST BE SIGNED BEFORE DISCLOSING ANY CONFIDENTIAL MATERIALS OR INFORMATION TO THIRD PARTIES

Please highlight or use track changes when altering this document
Text in red must be replaced with appropriate names, dates or
other information before signing this Agreement

DELETE THIS BOX BEFORE SIGNING THE AGREEMENT

NON-DISCLOSURE AGREEMENT

This Agreement (this “Agreement”) is made and entered into as of March 12, 2018 (the “Effective Date”) by and between The Institute of Electrical and Electronics Engineers, Incorporated (“IEEE”), a New York not-for-profit corporation with offices at 3 Park Avenue, New York, New York 10016-5997, and NI MAN, whose principal mailing address is 59 Ferry St, Jersey City, New Jersey 07307 (the “Second Party”).

WHEREAS IEEE and the Second Party (together, the “Parties”) have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential (“Confidential Information”) strictly for the purpose of evaluating a potential business transaction between the Parties (the “Purpose”); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to, that Party’s: (1) business strategies, plans, methods, and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; or (4) requirements, technical specifications, drawings, sketches, models, samples, tools, architectural renderings, application software, user interfaces, wireframes, middleware components (including adaptors, connectors and APIs), technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. The Party receiving Confidential Information (the “Recipient”) shall, for a period of three (3) years from the date of disclosure, limit access to Confidential Information to only its teammates who have a “need-to-know” use for the Purpose and shall protect such Confidential Information from inadvertent disclosure to a third party using at least the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall (i) ensure that each of its teammates who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.
2. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor

any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to seek injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction. In the event of a breach of the terms of this Agreement by Recipient or Recipient's Representatives, Recipient shall indemnify, defend and hold the disclosing Party harmless for any damage incurred as a result of said breach.

3. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing Party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.

4. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

- (a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
- (b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
- (c) Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
- (d) Is approved for release (and only to the extent so approved) by the disclosing Party in writing; or
- (e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law, provided that Recipient takes reasonable and lawful actions to avoid and/or minimize such disclosure and promptly notifies the disclosing Party so that the disclosing Party may take lawful actions to avoid and/or minimize such disclosure.

5. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

6. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.

7. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.

8. This Agreement shall remain in effect for a period of two (2) years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this

Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

9. The construction, validity, performance, enforcement and effect of this Agreement shall be governed by the laws of the State of New York, without regard to its conflict of laws principles.

10. The Parties hereby irrevocably submit to the exclusive jurisdiction of any federal or state court located within the New York County in the State of New York over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action or proceeding related thereto may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

11. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument, and a signature page sent by facsimile or digital copy shall be deemed to be the equivalent of an original.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly signed as of the Effective Date.

IN WITNESS WHEREOF:

**THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS,
INCORPORATED**

NI MAN

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: NI Man

Title: Master Student

Date: 2018.03.2