CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

**WHEREAS,** each Party may receive, at any time and from any source, proprietary and confidential information belonging to or regarding the other Party or its affiliates or agents, including without limitation (i) information regarding transactions, business plans, operations, financials, client information; vendors; relationships, legal matters, and company policies; (ii) software, trading algorithms, data, reports, projections, assumptions, diagrams, templates, presentations, proposals, and communications; and (iii) draft or executed agreements, including without limitation this Agreement (together, the “***Confidential Information***”).

**NOW, THEREFORE,** the Parties hereby agree as follows:

1. **Presumption.** All information exchanged by the Parties shall be presumed Confidential Information unless agreed otherwise in writing.
2. **No Disclosures.** Except as authorized by this Agreement or applicable law, no Party shall disclose any Confidential Information to any third party without the prior written consent of the other Party. Each Party shall make best efforts to protect the Confidential Information from unauthorized disclosures to any third party.
3. **Term.** This Agreement will automatically terminate in five (5) years unless terminated earlier by the mutual written consent of the Parties (the “***Term***”). Nonetheless, any trade secrets shall remain protected by applicable law.
4. **No Circumventions.** During the Term of this Agreement and for the period of two (2) years after termination, no Party shall circumvent the other Party by soliciting or doing business with any persons introduced by the other Party, except with the prior written consent of the Party.
5. **Use.** Each Party shall use the Confidential Information solely to further the business transactions contemplated by the Parties during the Term of this Agreement. No Party shall have any license to use the intellectual property of the other Party.
6. **Representatives.** Notwithstanding anything to the contrary, each Party may disclose Confidential Information to its affiliates and agents (together, the “***Representatives***”) with a need to know, provided that each Representative agrees to comply with this Agreement. Each Party shall be liable for any breach of this Agreement by its Representatives.
7. **Compliance.** Notwithstanding anything to the contrary, each Party may disclose Confidential Information to any government, regulatory, or judicial agency to comply with any legal requirement or order, provided that the Party makes best efforts to notify the other Party as early as practicable.
8. **Disposal.** Upon written request from any Party, the other Party shall promptly return, transfer, store, or destroy the Confidential Information, and any related materials, in the possession or control of the other Party or its Representatives, to the extent feasible. Nonetheless, the Party and its Representatives may retain Confidential Information to the extent necessary to comply with applicable law or best practices.
9. **No Solicitations.** Neither Party shall solicit the services of any individual employed by each respectively, and the Parties further agree not to hire any individuals without the prior written Executive consent of the other Party.
10. **Parties.** This Agreement shall bind and benefit the Parties and their respective agents, affiliates, representatives, successors, and permitted assignees. No third party has any rights or obligations under this Agreement. No Party shall assign this Agreement in whole or in part to any third party without the prior written consent of the other Party, except for assignments to affiliates or successors of the Party (which require prior written notice to the other Party).
11. **Relationship.** Except as agreed otherwise in writing, (a) the Parties have no independent contractor, employment, agency, affiliation, partnership, joint venture, client, customer, services, or other relationship; (b) no Party has any obligations to disclose information to the other Party; and (c) no Party has any obligations to draft, negotiate, offer, execute, or perform any other agreement. No Party shall make any representations to the contrary to any third party.
12. **No Representations.** No Party makes any representations or provides any warranties (express or implied) regarding the Confidential Information.
13. **Publicity.** No Party shall publish or authorize the publication of any reference to the other Party, or its projects, products, or services, in any product, manner, or media (whether existing now or in the future), except with the prior written consent of the other Party.
14. **Indemnification.** Each Party shall indemnify and hold harmless the other Party and its affiliates and agents from any third-party claims, damages, costs, or expenses caused by the indemnifying Party or its agents or affiliates. The indemnifying Party shall promptly advance, pay, or reimburse the legal expenses of the indemnified person upon request.
15. **Remedies**. Due to the risk of irreparable harm, each Party shall have the right to seek equitable or injunctive relief from any breach or violation of the other Party.
16. **Enforcement.** This Agreement shall be governed solely by the laws of Delaware and by any courts with lawful jurisdiction.
17. **Integration.** This Agreement contains the entire understanding of the Parties regarding the subject matter. This Agreement entirely supersedes and replaces any prior, contemporaneous, or external statements, representations, or agreements between the Parties. The remedies in this Agreement are non-exclusive and cumulative of any other remedies allowed by applicable law. This Agreement may be executed, amended, and terminated by written counterparts. Any unlawful or unenforceable provisions shall be modified or severed as necessary to conform with applicable law, with no impact on the other provisions. Any waivers, amendments, or notices shall be written. All writings may take any lawful form, including electronic.

**WHEREFORE,** with the intention of being legally bound, the undersigned Parties hereby execute this Mutual Non-Disclosure Non-Circumvention Agreement as of the Effective Date.

1.1 During the term of this Agreement, either Party may disclose to the other Party certain information (either oral, written or digital) including, but not limited to, data, research, product plans, products, services, pricing, customer lists, mailing lists, marketing plans, opportunities, trade secrets, markets, software, developments, inventions, processes, designs, drawings, engineering, technical data, know-how, hardware configuration information, marketing or financial data (collectively, “Confidential Information”). Confidential Information shall also include the Company’s proprietary information to provide the Services to the Contractor and the terms of this Agreement. For purposes of this Agreement, the Party disclosing the Confidential Information shall be referred to as the “Disclosing Party” and the Party receiving the Confidential Information shall be the “Recipient.” Recipient agrees to use at least the same degree of care, but not less than reasonable care, to prevent disclosure of Confidential Information to third parties as Recipient would use to protect its own Confidential Information. Recipient shall not disclose to any third party, nor permit any other person or entity access to the Disclosing Party’s Confidential Information, except as required by an employee, agent, officer, director, partner, or representative of such Party in order to perform the obligations or exercise rights under this Agreement. Each Party agrees that Confidential Information shall be used for the sole purpose of performing its obligations or exercising its rights under this Agreement. Each Party shall ensure that its employees, agents, officers, directors, partners, or representatives are advised of the confidential nature of the Confidential Information and are precluded by contract or other legal obligation from taking any action prohibited under this Section. A Party shall immediately notify the other Party in writing of all circumstances surrounding any possession, use, or knowledge of Confidential Information by any person or entity other than those authorized by this Agreement. The Receipient shall be responsible for any breach of this

Agreement by any of its respective employees, agents, officers, directors, partners, or representatives.

1.2 The term “Confidential Information” shall not include any information which: (a) at the time of the disclosure or thereafter is or becomes generally available to the public other than as a result of its disclosure by the Recipient in violation of this Agreement, (b) was or becomes available to the Recipient on a non-confidential basis from a source other than the Disclosing Party, (c) is independently developed by the Recipient without the use of any Confidential Information, or (d) was in the possession of the Recipient prior to being disclosed to the Recipient by the Disclosing Party.

1.3. Upon termination of this Agreement, Recipient shall, upon the request of the Disclosing Party, return or destroy all Confidential Information of the Disclosing Party. Notwithstanding the foregoing, the Recipient may retain one (1) copy of all Confidential Information for legal and compliance purposes provided it maintains such copy in accordance with this Agreement and ceases using such data for business purposes. In the case of destruction, the Recipient shall certify in writing such destruction to the Disclosing Party within ten (10) days following written request for such certification.

1.4. Recipient may disclose the Disclosing Party’s Confidential Information upon the order of any competent court or government agency. Prior to any such disclosure the Recipient shall, to the extent that doing so would not prejudice the Recipient or subject the Recipient to a fine or penalty, inform the Disclosing Party of such order and afford the Disclosing Party the opportunity to contest such disclosure.

1.5. Recipient may disclose the Disclosing Party’s Confidential Information to their spouse, attorneys CPA and other service providers of their business.

1.6. Each Party agrees that its obligations in this Section are necessary and reasonable in order to protect the Disclosing Party and its business, and each Party agrees that the remedy of damages would be inadequate to compensate the Disclosing Party for any breach by the Recipient of its obligations set out under this Section. Accordingly, each Party agrees that, in addition to any other remedies that may be available, the Disclosing Party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Recipient, without limiting any other rights and remedies to which the Disclosing Party may be entitled to at law, in equity or under this Agreement.

EXCLUSIVITY, NON-CIRCUMVENTION AND NON-SOLICITATION

2.1 During the Term of this Agreement and for two (2) years thereafter, Contractor’s agree not to directly or indirectly enter into any partnership, contract or business relationship of any kind with any direct competitor of Company.

2.2 Contractor recognizes Company has proprietary relationships with retailers, brands, consultants, internet domains, websites and other third party contractors (the “Protected Parties”). During the term of this Agreement and for a period of twelve (12) months after the termination of this Agreement for whatever reason, the Contractor hereby agrees on behalf of itself, and any related parties, entities or subsidiaries, that it will not, directly or indirectly, contact, deal with or otherwise involve itself with any Protected Parties or referrals sourced or introduced, directly or indirectly, by or through the Company, its officers, directors, agents or associates, for the purpose of avoiding the payment to the Company of Fees or otherwise, without the prior written approval of Company.

2.3 During the term of this Agreement and for a period of two (2) years after the termination of this Agreement for whatever reason, Contractor agrees not to attempt to divert or interfere with the development of the Company’s business by soliciting, hiring, or contracting with any employee of the Company.

2.4 Contractor agrees that its obligations in this Section are necessary and reasonable in order to protect the Company and its business. Accordingly, Contractor agrees that, in addition to any other remedies that may be available, Company shall be entitled to seek injunctive relief against the threatened breach of this Section or the continuation of any such breach by the Contractor, without limiting any other rights and remedies to which the Company may be entitled to at law, in equity or under this Agreement.

**NRL Media Inc [COMPANY]**

Signature **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Printed Name **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Title **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Date **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CONTRACTOR**

Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Date **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**