

## MUTUAL NONDISCLOSURE AGREEMENT

This MUTUAL NONDISCLOSURE AGREEMENT is made and entered into as of **January 8, 2018** between **Forcepoint LLC**, with a business address at 10900-A Stonelake Blvd., 3<sup>rd</sup> Floor, Austin, TX 78759, United States, and **Fishtech Group, LLC**, with a business address at 13333 Holmes Road, Kansas City, MO 64145.

1. Purpose. The parties wish to explore a potential business opportunity of mutual interest and in connection with this opportunity, each party (the "Disclosing Party") may disclose to the other (the "Receiving Party") certain confidential technical and/or business information which the Disclosing Party desires the Receiving Party to treat as confidential.

2. "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, electronically or by inspection of tangible objects (including without limitation documents, prototypes, equipment, technical data, trade secrets and know-how, product plans, products, services, suppliers, customer lists and customer information, prices and costs, markets, software, databases, developments, inventions, processes, formulas, technology, employee information, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets and other business information), which is designated as "Confidential," "Proprietary" or some similar designation at or prior to the time of disclosure, or which should otherwise reasonably be considered confidential by the Receiving Party. Confidential Information may also include information disclosed to a Disclosing Party by third parties. Confidential Information shall not, however, include any information which the Receiving Party can document (i) was publicly known and made generally available prior to the time of disclosure by the Disclosing Party or an authorized third party; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of the Receiving Party in violation of any obligation of confidentiality; (iii) is already in the possession of the Receiving Party at the time of disclosure; (iv) is lawfully obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

3. Non-use and Non-disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and/or pursue a potential business relationship between the parties. Except as specifically authorized herein, the Receiving Party shall disclose the Confidential Information only to its employees, agents or consultants who have a need to know the Confidential Information, have been advised of the confidentiality obligations related to the Confidential Information and are under an obligation of confidentiality no less stringent than that contained herein. Neither party shall reverse engineer, disassemble or decompile any prototypes, databases, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

4. Maintenance of Confidentiality. The Receiving Party further agrees it shall take the same measures, but no less than reasonable security measures, and use the same care, but no less than a reasonable degree of care, as it uses with its own confidential information to preserve and protect the secrecy of, and to avoid disclosure or unauthorized use of, the Disclosing Party's Confidential Information. Each party shall reproduce the other 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. Notwithstanding anything to the contrary set forth herein, a Receiving Party shall be permitted to disclose Confidential Information to the extent (and only to the extent) the Receiving Party is required by law, regulation or court order to disclose such Confidential Information, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to making such disclosure in order to allow the Disclosing Party to seek a protective order or other appropriate remedy from the proper authority. The Receiving Party will cooperate in good faith with, and at the expense of, the Disclosing Party in seeking such order or other reasonable and lawful action which the Disclosing Party may take to resist such disclosure. If the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Disclosing Party's Confidential Information, the Receiving Party will furnish only that portion of such Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such Confidential Information. The Receiving Party shall promptly notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information of which it becomes aware and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement.

5. No Obligation. Nothing herein shall obligate either party 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 business opportunity. Nothing in this Agreement shall be construed as a representation that the Receiving Party will not develop or acquire information that is the same as or similar to Confidential Information, provided that the Receiving Party does not do so in breach of this Agreement.

6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT OR TITLE.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the Disclosing Party or its licensors and, at the Disclosing Party's request, shall be promptly returned to the Disclosing Party or destroyed. At the request of the Disclosing Party, the Receiving Party will furnish a certificate, signed by one of its officers, certifying that any Confidential Information not returned to the Disclosing Party has been destroyed.

8. No License. Nothing in this Agreement is intended to grant any rights to either party under any intellectual property

rights of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

9. Term. The obligations of each Receiving Party hereunder shall survive for a period of five (5) years from the date of disclosure. Notwithstanding the expiration of the term, the obligations related to any trade secrets or personally identifiable information of any individual shall continue forever and shall terminate only at such time, and then only to the extent, that such Confidential Information no longer constitutes Confidential Information. Additionally, no expiration or termination of this Agreement will affect provisions of this Agreement which are intended, by their terms or by necessary implication, to survive such expiration or termination, or relieve either party of its obligations with respect to Confidential Information received prior to such expiration or termination. If the parties enter into any additional agreement in furtherance of the Purpose hereof which extends beyond the term hereof, then this Agreement shall be deemed extended for the duration of such additional agreement, subject to any amendments hereto as to which the parties mutually agree.

10. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party for which monetary damages may be inadequate, entitling the other party to seek injunctive relief in addition to all other legal remedies.

11. Export. The parties acknowledge that the Confidential Information shared pursuant to this Agreement may include

technology and/or technical data that is subject to export control regulations. Such regulations may prohibit export of technology and/or technical data to certain countries, foreign nationals, end users, or end uses. The parties agree to adhere to the applicable government laws and regulations for any export or re-export of all technology and technical data shared under this Agreement.

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 Delaware, without reference to conflict of laws principles. Both parties agree that the state and federal courts in Austin, Texas shall have the exclusive jurisdiction over any matters arising out of or related to this Agreement. Each party's address for notices under this Agreement shall be as set forth above until the other party receives written notice of an alternate address. Any ideas, suggestions or feedback provided to Forcepoint relating to Forcepoint's products or services will become the sole property of Forcepoint. This document contains the entire agreement between the parties with respect to the subject matter hereof. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. This Agreement may be signed in counterparts, and delivered by facsimile and such facsimile counterparts shall be valid and binding on the parties hereto with the same effect as if original signatures had been exchanged.

## Forcepoint LLC

By: Lisa Burns

Name: Lisa Burns

Title: Vice President, Controller

## Fishtech Group, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

