

PUBLIX SUPER MARKETS, INC.

CONTRACTOR NON-DISCLOSURE AGREEMENT

PUBLIX INFORMATION/WORK PRODUCT/BENEFITS

Contractor acknowledges and agrees, that in connection with performing services for Publix Contractor has or may in the future have access to data and information with respect to Publix and its affiliates, Publix's operations and the operation of Publix's affiliates that has not been publicly disclosed and is not a matter of common knowledge. Such data and information may include, without limitation, data and information that reveals the process, technology or know how by which Publix's existing and/or future products, services, applications and methods of operation are developed, manufactured, conducted and operated and the means and methods of marketing such products, services, applications and methods of operations, and financial data and information relating to such products, services, applications and methods of operation (collectively and as to individual components thereof, the "Publix Information").

The Contractor acknowledges and agrees that some or all of the property that constitutes Publix Information may not be a trade secret or qualify for protection under copyright or patent law, but the parties nevertheless acknowledge the property rights of Publix and its affiliates in the Publix Information without regard to whether the Publix Information is or may be subject to protection under any federal or state copyright, patent, trade secret or other laws, it being the specific intent of the parties that the provisions of this agreement are to be in addition to any protection, right or remedy otherwise provided by law or available in equity.

The Contractor acknowledges that Publix shall become the absolute owner of all proprietary and other rights with respect to any and all work delivered under the Consulting and Non-Disclosure Agreement. Without limiting the generality of the foregoing, any copyrightable works, ideas, discoveries, inventions, patents, products, intellectual property, or other information (collectively the "Work Product") developed in whole or in part by the Contractor in connection with the services rendered hereunder shall be deemed a "work made for hire" for the benefit of Publix, as such term is defined in Section 101 of the Copyright Act of 1976, as amended, and as such Publix shall own and shall continue to own all right, title and interest in and to such Work Product, including without limitation all copyrights and renewals and extensions of copyright therein. If and to the extent any such Work Product (or any portion thereof) is not deemed to be a work made for hire, Contractor shall and hereby does assign, transfer and otherwise convey to Publix its entire right, title and interest in and to such Work Product, including all rights of copyright or other intellectual property rights pertaining thereto. Contractor shall disclose routinely to Publix all Work Product. Upon request and at Publix's expense, Contractor shall sign any and all documents necessary to confirm or perfect the exclusive ownership of Publix in and to the Work Product. In the event that Contractor subcontracts any of the work hereunder, Contractor warrants that it will obtain an assignment of any ownership or intellectual property rights from such subcontractor to Publix. Contractor may not make any work performed hereunder available to any of Publix's competitors and/or other consultants.

The Contractor expressly acknowledges and confirms to Publix that the Contractor shall not be entitled to any benefits provided by Publix, including, without limitation, workers' compensation insurance, retirement, unemployment insurance, hospitalization and major medical insurance, or the like.

CONFIDENTIALITY COVENANTS

Contractor shall not, and each of its affiliates, including the agents, partners, directors and officers thereof shall not, without prior written consent of Publix, at any time, in any fashion, form or manner, either intentionally or otherwise, directly or indirectly, divulge, disclose or communicate any of the Publix Information to any third person, partnership, joint venture, company, corporation, entity or other organization or use the Publix Information other than in connection with the business transactions entered into or engaged in by and between the parties hereto, contemplated by attached arrangement, unless Contractor can clearly and convincingly demonstrate that such information falls within any of the following categories:

information already known to or otherwise in the possession of Contractor or any of its affiliates prior to the time of disclosure by Publix or by Publix's affiliates or which is independently and lawfully discovered after the date hereof by Contractor or its affiliates without the aid, application or use of the Publix Information;

information publicly available or otherwise in the public domain through no fault or action by vendor/ consultant or its affiliates;

information rightfully obtained after the date hereof by Contractor or its affiliates from any third party which is lawfully in possession of such information and which is provided by such third party without violating any contractual or legal obligation of such third party to Publix or to any of Publix's affiliates with respect to such information; or

information disclosed without restriction pursuant to judicial action or governmental regulation or other requirements by Contractor, or any of its affiliates; provided Contractor has notified Publix prior to such disclosure and reasonably cooperates with Publix in the event Publix elects to legally contest and avoid such disclosure.

RETURN OF PROPERTY

Upon Publix's request, Contractor shall return to Publix any and all information and data supplied by Publix to Contractor and any and all documents and other materials obtained by vendor/ consultant from Publix in connection with the business relationships between the parties and their respective affiliates and shall destroy or return to Publix all records, files, equipment, models, drawings, photographs, writings and other papers and things in Contractor's possession, custody or control or in the possession, custody and control of any Contractor's affiliates, including any and all copies thereof to the extent supplied to Contractor by Publix

GOVERNING LAW

The validity, construction and enforcement of, and the remedies under, this Agreement shall be governed in accordance with the laws of the State of Florida (except any choice of law provision of Florida law shall not apply if the law of a state or jurisdiction other than Florida would apply thereby).

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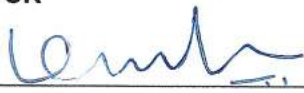
By: _____
an authorized representative

Name: Mike Booher

Title: Director of Finance IS Support

Date: _____

CONTRACTOR

By: 
Signature of Contractor

Name: Mohanavelu Kumarasamy

Date: 11/02/2021