

BILATERAL CONFIDENTIAL DISCLOSURE AGREEMENT

This Bilateral Confidential Disclosure Agreement (this “Agreement”) is made effective as of February 22, 2022 (the “Effective Date”), by and between XXXXXX, having a principal place of business at XXXXXXXX, USA, and XXXXX (“Company”), having a place of business at XXXXX

To protect certain Confidential Information (as defined in Paragraph 2) that may be disclosed between them, XXXXXX and Company, each on behalf of itself and its Affiliates (as defined in Paragraph 6), agrees that:

1. Each party (“Discloser”) may disclose to the other party (“Recipient”) Confidential Information of Discloser. For purposes of this Agreement, a party’s Affiliates may also be a “Discloser” and/or a “Recipient”. Each such Affiliate will be deemed subject to any specific limitations or restrictions expressly stated herein. In any event, each party shall be liable and responsible for any acts of its Affiliates, which, if done by it, would constitute a breach of this Agreement.
2. The Confidential Information disclosed under this Agreement is described as all business and technical information relevant to XXXX possible outsourcing of temporary labor and contingent workforce and Company’s capabilities and proposals related thereto. (“Confidential Information”). The terms and existence of this Agreement and of the parties’ discussions are also Confidential Information.
3. This Agreement controls only Confidential Information that is disclosed between the Effective Date and two (2) years thereafter.
4. A Recipient shall use the Confidential Information of Discloser only for the purpose of discussing a potential business relationship regarding outsourcing by XXXXXX of temporary labor and contingent workforce (“Purpose”).
5. A Recipient’s duty to protect Confidential Information disclosed under this Agreement extends for a period of five (5) years from the date of each first disclosure of the particular Confidential Information. This duty will survive the expiration or termination of this Agreement.
6. A Recipient shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to third parties or publication of the Confidential Information as Recipient uses to protect its own confidential information of a like nature. A Recipient shall not use for itself or disclose to any third party any Confidential Information disclosed by Discloser during the course of their dealings with each other. Such Confidential Information may be disclosed only to such officers, directors, employees, agents, attorneys, auditors, contractors, consultants and/or representatives of a Recipient or its Affiliates (“Representatives”) who have a need to know Discloser’s Confidential Information for the Purpose, and then only provided that: (a) Recipient advises each such Representative of the confidential nature of Discloser’s Confidential Information; and (b) each such Representative has contractual or legal confidentiality obligations to Recipient which are at least as restrictive as the

provisions of this Agreement. A Recipient may disclose Confidential Information to any Affiliate provided that any such Affiliate shall be bound by the confidentiality obligations as per this Agreement. A Recipient shall be and remain fully liable and responsible for its Representatives' and its Affiliates' unauthorized disclosure, reproduction or use of Discloser's Confidential Information. "Affiliate" of a party means any person that, directly or indirectly, controls, is controlled by or is under common control with such party; for the purposes of this definition, "control" means the ownership, directly or indirectly, of more than fifty percent (50%) of the capital or equity of a person or the power, whether through the ownership of voting securities, by contract or otherwise, to elect a majority of the board of directors or other governing body of a person.

7. A Recipient shall have a duty to protect only that Confidential Information that is (a) disclosed by Discloser in writing or as a tangible item and is marked as confidential at the time of disclosure, or that is (b) disclosed by Discloser in any other manner and is identified as confidential at the time of disclosure and is also detailed and designated as confidential in a written memorandum delivered to Recipient's representative within thirty (30) days of the disclosure or (c) by its nature, understood by a reasonable person to be confidential.
8. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that: (a) was in Recipient's possession before receipt from Discloser, provided such prior knowledge can be adequately substantiated by documentary evidence antedating the disclosure by Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is lawfully disclosed to Recipient by a rightfully possessing third party through no breach of any obligation of confidentiality or restriction on use or disclosure; (d) is disclosed by Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by Recipient without access to the Confidential Information, the burden of substantiating the same being upon Recipient; (f) is required to be disclosed by court order, subpoena or other legal process, but only to the extent which Recipient is ordered or otherwise required to disclose the Confidential Information, and provided that Recipient shall, to the extent that it is not legally prohibited or restricted from doing so, immediately notify Discloser; or (g) is disclosed by Recipient with Discloser's prior written approval in accordance with such written approval.
9. All Confidential Information disclosed by a Discloser and materials bearing, containing, disclosing or relating to Confidential Information is and shall remain the exclusive property of Discloser. Upon receipt of written request from a Discloser prior to the expiration of the confidentiality obligation, Recipient shall deliver to Discloser or, at Recipient's option, destroy any and all copies of materials and documents in its possession or control, in whatever form, without retaining any copies, images or excerpts thereof which contain Confidential Information received from Discloser under this Agreement, *provided* however that Recipient may retain (a) a copy of any Confidential Information in its possession for record purposes as may be required by law and (b) copies of Confidential Information that are stored in the course of Recipient's routine computer backups, subject in each case to the continued duty of confidentiality contained herein. If any such writing or material has been destroyed, an adequate response to the return request will be a written verification of such destruction.

10. Each Discloser represents that it has the right to freely make the disclosures under this Agreement.
11. Neither party acquires any intellectual property rights under this Agreement except the limited right to make copies as necessary for the Purpose.
12. If for any reason any provision of this Agreement is found to be unenforceable, such provision and the remainder of this Agreement shall be enforced to the extent possible.
13. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or to enter into any agreement or discussions with the other party.
14. A Discloser acknowledges that Recipient may develop information internally, or receive information from other parties, that may be similar to Discloser's information. Accordingly, nothing in this Agreement shall prevent a Recipient from developing products for itself or others, provided such products are not based on information received from Discloser pursuant to this Agreement.
15. All Confidential Information is provided on an "as is" basis, without any representation or warranty. Each party disclaims all representations and warranties, express or implied, relating to any Confidential Information, including without limitation, the warranties of fitness for a particular purpose, merchantability, and non-infringement.
16. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.
17. This Agreement is made under and shall be construed according to the laws of the State of New York of the United States of America without giving effect to principles of conflict of laws.
18. This Agreement shall not be assignable.
19. This Agreement contains the sole and entire agreement between the parties relating to the subject matter hereof, and supersedes all earlier representations and understandings, whether oral or written. Any amendments shall be in writing and signed by both parties.
20. A faxed or electronic copy of a signature shall have the same legally binding effect as an original signature.
21. Each party acknowledges that an award of money damages may be inadequate to protect a Discloser against a breach of this Agreement by Recipient and that any such breach may result in irreparable injury to Discloser. The parties agree that in the event of a breach or threatened breach of the terms of this Agreement by a Recipient, Discloser shall be entitled to seek injunctive and other equitable relief to prevent such breach in a court of competent jurisdiction. Such relief shall be in addition to and not in lieu of any and all other legal or equitable remedies available to a Discloser.

Each party has duly executed this Agreement as of the date set forth below.

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