MUTUAL NONDISCLOSURE AGREEMENT

This mutual nondisclosure agreement is made as of January, 2022, by and between Address for Legal Notice: (“Developer”); and Electronic Products Inc. with its Address for legal notice and principal offices at 160 Lake Street, Suite 29, Liberty, New York 12754.

**WHEREAS**, the Company requires certain expertise to assist it in the development of certain proprietary web application and/or software development described in the requirements or specifications to be given to developer(s) and

**WHEREAS,** Developer desires to perform, and Company desires to have Developer perform development consulting services as an independent contractor to Company;

**NOW, THEREFORE**, in consideration of the premise and the mutual promises and covenants contained herein and subject specifically to the conditions hereof, and intending to be legally bound thereby, the parties agree as follows:

**1. Definitions**

**a. Confidential Information.**

Information and materials from the Company and knowledge about the business including its products, programming techniques, experimental work, customers, and suppliers and that all such knowledge, information and materials acquired, the existence, terms and conditions of this Agreement, and the Designs and Materials, are and will be the trade secrets and confidential and proprietary information of Company. Confidential Information will not include, however, any information which is or becomes part of the public domain through no fault of Developer or that Company regularly gives to third parties without restriction on use or disclosure.

**2. Protection of Confidential Information.**

Developer acknowledges that Developer will acquire Confidential Information. Developer agrees to hold all such Confidential Information in strict confidence, not to disclose it to others or use it in anyway, commercially or otherwise, except in performing the Services, to disclose it to Developer’s employees only on a need-to-know basis and only to employees who have signed the Confidentiality Agreement, and not to allow any unauthorized person access to it, either before or after expiration or termination of this Agreement. Developer further agrees to take all action reasonably necessary and satisfactory to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information. These obligations to protect confidential will survive any expiration or termination of this Agreement.

**3. Employees' Confidentiality Agreement.**

Developer will ensure that each of its employees who will have access to the Designs and Materials or Confidential Information of Company executes an agreement, the form of which has been approved by Company (the “Confidentiality Agreement”), acknowledging Company's exclusive ownership and control of the Designs and Materials, obligating the employee to keep all Confidential Information confidential and not to use the Designs and Materials or Confidential Information in any way, commercially or otherwise, except in performing the Services, and transferring to Company, and waiving any and all Moral Rights in the Services, Designs and Materials.

**4. Non-Circumvention.**

In consideration of Company’s disclosure of Confidential Information, the Developer shall not at any time, attempt in any manner to commercially exploit the proposed business concepts and plans of Company or use any of the Confidential Information without Company’s prior written consent, that may be given or withheld by Company at its sole discretion. This non circumvention obligation will survive any expiration or termination of this Agreement.

5. Confidential Information shall always remain the property of the Disclosing Party. No license or other rights under any trade secrets, copyrights, or other rights is granted by this Agreement or any disclosures of Confidential Information hereunder.

6. Confidential Information of the Disclosing Party may not be copied or reproduced by the Recipient without the Disclosing Party's prior written consent. Any such permitted copies will be considered Confidential Information of the Disclosing Party.

7. All Confidential Information made available hereunder, including copies thereof, shall be returned to the Disclosing Party and no further disclosures shall be made hereunder upon the first to occur of (a) termination of this Agreement and (b) request by the Disclosing Party.

8. The Confidential Information is provided "as is" and without any warranty, express or implied.

9. Nothing in this Agreement shall prohibit or limit either party's disclosure or use of information: (a) in a party's lawful possession before disclosure of it by the Disclosing Party, (b) independently developed by Recipient without reference to the Disclosing Party's Confidential Information, (c) acquired by Recipient from a third party which was not, to the Recipient's knowledge, under an obligation to the Disclosing Party not to disclose such information, or (d) which is or becomes publicly available through no breach by the Recipient of this Agreement.

10. In the event either party receives a subpoena or other validly issued administrative or judicial order or other process requiring disclosure of the Confidential Information of the other party, the Recipient shall promptly notify the Disclosing Party and tender to it the defense of such demand. If requested by the Disclosing Party, the Recipient shall cooperate (at the expense of the Disclosing Party) in the defense of a demand. If the Disclosing Party does not defend against such demand or if such defense is not successful, the Recipient shall thereafter be entitled to comply with such demand to the extent required.

11. Nothing in this Agreement shall prohibit or restrict either party's right to develop, use, or market products or services like or competitive with those of the other party disclosed in the Confidential Information, provided that such party shall not thereby breach this Agreement. Each party acknowledges that the other party may already possess or have developed products or services like or competitive with its own products or services disclosed in the Confidential Information.

12. The parties acknowledge that, if the Recipient fails to comply with any of its obligations hereunder, the Disclosing Party may suffer irreparable harm. The parties agree that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief hereunder, without the necessity of proving actual damages or posting any bond or other security.

13. This Agreement shall become effective as of the date last signed below and/or above; and shall terminate at the end of the time period specified below and/or above, unless sooner terminated by either party upon thirty (30) days prior written notice to the other party. The obligations of Recipient with respect to Confidential Information disclosed prior to the termination of this Agreement shall survive termination of this Agreement for five (5) years from the date of the applicable disclosure.

**14. Miscellaneous Provisions.**

**a. Entire Agreement and Amendments.** This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

**b. Governing Law, Severability.** This Agreement shall be governed by the laws of the State of New York, USA. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

**c. Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

**d. Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given via the address for legal notice.

**e. Unenforceability.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

## **f. No Assignment.** Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any party hereto without the prior written consent of the other parties hereto and any attempt to do so will be void. Subject to foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and permitted assigns.

## **g. Counterparts Scanned and/or Facsimile.** This Agreement may be signed in counterpart and an executed facsimile or PDF version of the Agreement shall be effective as if original. The parties hereto agree that facsimile signatures shall be as effective as if originals.

**IN WITNESS WHEREOF** the undersigned have executed this Agreement as of the day and year first written above and/or signed below.

ELECTRONIC PRODUCTS INC. CONTACT INFORMATION AND SIGNATURE FOR MUTUAL NONDISCLOSURE AGREEMENT DOCUMENTS:

Electronic Products Inc.

160 Lake Street, Suite 29, (Address for Legal Notice)

Liberty, NY 12754.

Email: hank1904@yahoo.com

Electronic Products Inc. Authorized or Designated Representative Signature:

Date Signed:

INDEPENDENT CONTRACTOR CONTACT INFORMATION AND SIGNATURE FOR MUTUAL NONDISCLOSURE AGREEMENT DOCUMENTS:

Independent Contractor’s Full Name:

Address for legal notice:

Independent Contractor’s Email:

Independent Contractor’s Primary Contact Full Name:

Independent Contractor’s Authorized or Designated Representative Signature:

Date Signed: