

## **CONFIDENTIALITY, NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT**

This Confidentiality, Non-Disclosure and Non-Circumvention Agreement ("Agreement") is made and effective this 21<sup>st</sup> day of April, 2023 by and between Elephantidae, LLC dba Jobdoggy.com, Jobdoggy.net, Virtualhireone.com and Virtualhire1.com, its affiliates, subsidiaries, etc. ("Owner") and Temesgen Zenebe ("Recipient").

### **1. CONFIDENTIAL INFORMATION.**

Owner proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Recipient. Confidential Information shall include all scripts, budgets, data, materials, products, customer lists, contact information, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Owner. Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require Owner to disclose any of its information.

### **2. RECIPIENT'S OBLIGATIONS.**

A. Recipient agrees that the Confidential Information is to be confidential and proprietary to Owner and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Owner, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Owner to any other party whatsoever except with the specific prior written authorization of Owner.

B. Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of Owner, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within seven (7) days of such request. At Recipient's option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient. Recipient shall provide a written certificate to Owner regarding destruction within seven (7) days thereafter.

**C. RECIPIENT, INTENDING TO BE LEGALLY BOUND, HEREBY IRREVOCABLY AGREES, AND GUARANTEES TO OWNER THAT RECIPIENT SHALL NOT, DIRECTLY OR INDIRECTLY, INTERFERE WITH, CIRCUMVENT OR ATTEMPT TO CIRCUMVENT, AVOID, BY-PASS, OR OBVIATE OWNER'S INTEREST, OR THE INTEREST OR RELATIONSHIP BETWEEN OWNER WITH PRODUCERS, BUYERS, BROKERS, DEALERS, DISTRIBUTORS, FINANCIAL INSTITUTIONS, DEVELOPERS OR PRODUCERS; TO CHANGE, INCREASE OR AVOID, DIRECTLY OR INDIRECTLY, PAYMENT OF ESTABLISHED OR TO BE ESTABLISHED FEES, COMMISSIONS OR CONTINUANCE OF PRE-ESTABLISHED RELATIONSHIPS OR INTERVENE IN NON-CONTRACTED RELATIONSHIPS WITH COMPANIES, INTERMEDIARIES, ENTREPRENEURS, LEGAL COUNSEL, OR INITIATE BUY/SELL RELATIONSHIPS, OR TRANSACTIONAL RELATIONSHIPS THAT BYPASS OWNER WITH ANY CORPORATION, PRODUCER, TECHNOLOGY OWNER, PARTNERSHIP, OR INDIVIDUAL REVEALED OR INTRODUCED BY OWNER TO RECIPIENT IN CONNECTION WITH ANY ON-GOING OR FUTURE TRANSACTION OR PROJECT.**

### **3. TERM.**

The obligations of Recipient shall be effective for two (3) years from the date Owner last discloses any Confidential Information to Recipient pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any

agreement between Owner and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. NO LICENSE.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

5. NO PUBLICITY.

Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Owner, without Owner's prior written consent.

6. GOVERNING LAW AND EQUITABLE RELIEF.

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Nevada and Recipient consents to the exclusive jurisdictions of the state courts and U.S. federal courts located in Las Vegas, Nevada for any dispute arising out of this Agreement. Recipient acknowledges that a breach of this Agreement may cause irreparable harm to the other and that monetary damages may be an insufficient remedy. Recipient agrees that in the event of any breach or threatened breach by Recipient, Owner may obtain, in addition to any other legal remedies that may be available, such equitable relief as may be necessary to protect Owner against any such breach or threatened breach and that no bond will be required to be posted by Owner.

7. FINAL AGREEMENT.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

8. NO ASSIGNMENT.

Recipient may not assign this Agreement or any interest herein without Owner's express prior written consent.

9. SEVERABILITY.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

10. NOTICES.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

11. NO IMPLIED WAIVER.

Either party's failure to insist in any one of more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

12. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Further each party agrees to accept telefax signature pages as originals.

13. HEADINGS.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein above.

\_\_\_\_\_  
Company Name

Temesgen T Zenebe

Printed Name

\_\_\_\_\_  
Signature

May 5 2023.  
Date

Elephantidae, LLC

Stacey Elaine Sharpe

Owner

\_\_\_\_\_  
Signature

5/5/23  
Date

For: Elephantidae, LLC