MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (this "Agreement") is made as of _____, 2024 ("Effective Date") by and between Clear-Think (ClearThink.company LLC), whose mailing address is 79 Cypress Road, Old Saybrook CT 06475, USA and _____(hereinafter referred to collectively as the "*Parties*".

WITNESSETH:

WHEREAS, the Parties possess and/or own technical, operational and/or business information which at the time of disclosure to the other Party is either non-public, confidential or proprietary in nature; and

WHEREAS, the Parties agree that to facilitate discussions between them relating to potential business opportunities and/or to engage in a business relationship for their mutual benefit, it may be necessary for each Party to disclose certain information on a confidential basis to the other Party.

NOW, THEREFORE, in consideration of the mutual promises contained herein, each of the Parties hereby agrees as follows:

Confidential Information. In connection with discussions between the Parties, the Parties may find it beneficial to disclose to each other certain non-public, confidential, or proprietary information which the Parties desire to protect against unrestricted disclosure or competitive use (hereinafter "Confidential Information"). Such

1. Confidential Information may include, but is not limited to the following: business and strategic plans, business summaries, business procedures and processes, business and financial forecasts and reports, budgets, prospective product offerings, pricing policies and methods, vendor and business partner identities, purchasing methods and information, operational material and manuals, financial data, accounting information and systems, customer lists, customer profiles and purchase preferences, marketing recommendations, marketing plans and summaries, market analysis reports, sales data, marketing forecasts, licensing procedures, leasing information, trademarks, service marks, copyrights, patents, proposed trademarks or service marks, patent

applications, trade secrets, technical and engineering data, drawings, models, software products, source code, algorithms, object and load modules, content, formulas, design specifications, progress and development reports, coding sheets, flow charts, employee information, corporate information, and phone lists.

2. <u>Identification of Confidential Information.</u> All information which is to be protected as Confidential Information of the disclosing Party shall be:
3. If written, conspicuously labeled and identified by the disclosing Party as Confidential Information; and

4. If oral, identified to the receiving Party prior to disclosure as Confidential Information.

5. <u>Limitations on Confidential Information.</u> Confidential Information shall not include information, which the receiving Party can clearly demonstrate, that falls within any of the following categories:

6. Information which has come within the public domain through no fault of or action by the receiving Party or its employees or consultants;

7. Information which is rightfully available to the receiving Party prior to its disclosure hereunder;

8. Information which becomes rightfully available to the receiving Party from any third party under no obligation of confidentiality to the disclosing Party and who has not otherwise gained the information, either directly or indirectly, through improper means; or

9. Information, which was or is independently developed by the receiving Party or any of its affiliates who have not had access, directly or indirectly, to any information disclosed hereunder.

    If any portion of any disclosed Confidential Information falls within any of the above exceptions, the remainder of the Confidential Information shall continue to be subject to the requirements of this Agreement.

10. <u>Protection of Confidential Information.</u> Each Party acknowledges that the other Party claims its Confidential Information as a special, valuable and unique asset. For itself and on behalf of its officers, directors, agents, employees, and affiliates, the receiving Party agrees that it shall:

11. Keep in confidence all Confidential Information received, and not distribute, disclose, or disseminate such Confidential Information in any way to anyone except to the

minimum number of employees or consultants of the receiving Party with a need to know and who are involved in a consideration or evaluation of the Confidential Information; *provided however,* that such employees or consultants have been advised of the obligations to protect the Confidential Information, and *provided further* notwithstanding the foregoing, the receiving Party shall be liable for any misuse of such Confidential Information by such employees or consultants;

12. Use reasonable care to protect the Confidential Information, and in no event use less than the same degree of care as the receiving Party safeguards its own Confidential Information of like kind; and

13. Not use the Confidential Information for the pecuniary interest of the receiving Party unless expressly authorized in writing by the disclosing party; and

14. Not reverse engineer the Confidential Information for any purpose whatsoever.

15. These obligations to protect the Confidential Information shall survive indefinitely, regardless of whether the Parties decide to enter into a business relationship with one another.

16. Compelled Disclosure. Disclosure of Confidential Information shall not be precluded if disclosure is:

17. In response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; *provided, however,* that the Party making the disclosure pursuant to the order shall have given prior written notice to the other Party and shall make commercially reasonable efforts to obtain a protective order requiring that the Confidential Information so disclosed be used only for purposes of the court or Governmental authority; or

18. Otherwise required by law; *provided, however,* that the Party making the disclosure pursuant to a requirement of law shall have given prior written notice to the other Party so that such other Party may seek a protective order or other confidential treatment with respect to the Confidential Information so disclosed; or

19. Necessary to establish the relative rights of the Parties under this Agreement.

20. Return of Confidential Information. All Confidential Information disclosed under this Agreement shall remain the property of the disclosing Party and shall be returned or destroyed within ten (10) days of a written request together with all copies made of such Confidential Information by the receiving Party. All documents, memoranda, notes and other writings whatsoever prepared by the receiving Party based on Confidential Information shall be destroyed and such destruction shall be certified in writing to the disclosing Party by an authorized officer of the receiving Party who is supervising

such destruction.

21. <u>No Commitment.</u> It is understood that this Agreement does not obligate either of the Parties to enter into further business discussions. Each Party acknowledges that Confidential Information provided by the disclosing Party does not, and is not intended to represent a commitment to enter into a business relationship with the receiving Party.

22. <u>No Agency Relationship.</u> Nothing in this Agreement is intended to, or should be construed to create a partnership, agency, joint venture or employment relationship between the Parties.

23. <u>No License.</u> Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed by the Parties.

24. <u>No Warranty.</u> Each Party acknowledges that the disclosing Party has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information, and each agrees that the disclosing Party shall have no liability resulting from the use of the Confidential Information.

25. <u>No Waiver.</u> A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

26. <u>Binding Effect.</u> This Agreement shall benefit and be binding upon the Parties hereto and their respective successors and assigns.

27. <u>Severability.</u> In the event that any provision of this Agreement is determined by a court to be invalid, such determination shall not affect the validity of any of the other provisions hereof, which shall remain in full force and effect and shall be construed so as to be valid under applicable law.

28. <u>Entire Agreement.</u> This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

29. <u>Effective Date and Termination.</u> This Agreement shall become effective on the date first written above and shall survive indefinitely unless the Parties agree in writing to terminate this Agreement.

30. <u>Equitable Relief.</u> Each of the Parties acknowledges that its breach of the provisions

of this Agreement may cause irreparable harm to the other Party, and that remedies at law may be inadequate. Therefore, in addition to any other remedies available at law or in equity, each of the Parties may obtain specific enforcement or injunctive relief in the event of any breach or attempted breach of this Agreement without proving actual damages.

31. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut and not the principles of conflicts of law thereof. The Parties agree that the venue for any action arising out of this Agreement will be Hartford County, Connecticut.

IN WITNESS WHEREOF, the Parties have caused this Mutual Nondisclosure Agreement to be executed by their duly authorized representative as of the date first above written.

Organization:

Printed Signature:

Signature:

Date:

Organization: ClearThink.company (LLC) Clear-Think

Printed Signature: Craig Citron

Signature:

Date: