

# Mutual Non-Disclosure Agreement

THIS AGREEMENT is effective as of the date executed below ("Effective Date") and is made by and between the undersigned parties (the "Agreement"). Each party hereto owns and possesses certain valuable proprietary and confidential information relating to the concept, design, manufacture and sales and marketing processes of its respective services and/or products and all related technologies, including software, proprietary methodologies and templates, or other confidential information about its business or related activities (the "Technology"). Each party's Technology is a valuable asset of such party and their protection is essential to the continued success of both companies' businesses. Each party hereto desires to disclose to the other certain information relating to its Technology for the purposes of exploring business opportunities that may be of interest to the parties and in connection with any current or future contractual relationship between the parties. Each party hereto desires to (i) maintain all rights in and complete control over its Technology, (ii) preserve its confidentiality and (iii) prevent its unauthorized or unlawful disclosure or use. NOW, THEREFORE, in consideration of the mutual disclosure of Confidential Information (as defined below), and of the other undertakings giving rise to such disclosure, the parties hereby agree as follows:

1. "Confidential Information" as used in this Agreement shall mean the Technology and any and all information not generally known relating to the business of either party or any third parties with whom they deal, or any material or information supplied by or on behalf of either party, that is disclosed to or known by the other by reason of its dealings with such party as contemplated by this Agreement. Confidential Information includes information about the parties and their subsidiaries and affiliates' products, processes and services including working models, samples, products research, development, inventions, manufacturing, purchasing, accounting, engineering, marketing, merchandising, selling, customer lists, customer prospects, software programs, software codes, specifications, documents, business policies, practices and methodologies.
2. All Confidential Information disclosed to or known by either party in connection with its dealings with the other shall remain the property of the disclosing party and shall be maintained in confidence by the recipient and not disclosed by the recipient to any third party, nor otherwise used by the recipient for any purpose inconsistent with the intentions of the parties as stated herein, without the prior written consent of the disclosing party. The recipient shall limit disclosure of the Confidential Information of the disclosing party to those of its employees and agents who require access to such information in order to assist the recipient to determine whether or not it would be interested in further business dealings with the disclosing party. The recipient shall not use and shall not permit any others to use such information in violation of any laws, including securities laws and regulations, or in any other manner detrimental to the disclosing party, such as the development of any product or service for itself or any other person. The recipient shall insure that its employees and agents understand and abide by the terms of this Agreement.
3. Upon the completion of the business dealings pursuant to which any item of Confidential Information is disclosed or upon the disclosing party's request, the recipient thereof shall promptly return (or destroy, if commingled with recipient's own Confidential Information) all tangible material relating in any manner to any Confidential Information, whether supplied by the disclosing party or created by the recipient.
4. The provisions stated in Sections 2 and 3 hereof shall not apply to Confidential Information which: (a) prior to the disclosure thereof by the disclosing party to the recipient, was in the recipient's possession or control or in the public domain; (b) subsequent to the date hereof, shall have been made available to the general public or the disclosing party's competitors by the disclosing party or others having a legal right to do so without obligation to the disclosing party, (c) was independently developed by the recipient without reference to or use of the Confidential Information; or (d) is released by the recipient into the public domain in response to lawful legal process, provided the other party is notified and given a reasonable opportunity to respond prior to release.
5. Nothing in this Agreement shall be construed as conferring an express or implied license or an option of a license to the recipient of Confidential Information, whether under any patent, copyright, license right or trade secret owned or obtained by the disclosing party, relating to the Confidential Information or otherwise. Each party agrees that after the termination by either party of the business dealings between them, neither itself nor any affiliate, associated company or entity under its direction or control shall manufacture, use, sell or deal with in any manner the Confidential Information received from the other without the express written consent of such other, unless such information is legally available for use by the general public.
6. The parties agree that the breach of the provisions of this Agreement by a recipient of Confidential Information would cause irreparable damage to the disclosing party. Consequently, each agrees that, in the event of any breach of any of the covenants set forth in this Agreement, the disclosing party may have the right to: (a) receive compensation for actual damages from the recipient for any losses incurred by reason of such breach, including all reasonable attorneys' fees and costs of suit; and (b) apply to any court of competent jurisdiction for the entry of an immediate order to restrain or enjoin the breach of said covenants by the recipient and otherwise specifically to enforce the provisions of this Agreement.

7. This Agreement shall expire three (3) years from the Effective Date, but may be terminated earlier by either party upon thirty (30) days written notice. Notwithstanding the expiration or termination of this Agreement, all obligations concerning Confidential Information hereunder shall survive and continue for a period of five (5) years from the date of first disclosure of the Confidential Information.

8. This Agreement shall be binding on and for the benefit of the parties hereto, and their respective employees, assigns, representatives and successors in interest, but neither party hereto shall assign this Agreement without the prior written consent of the other party. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the parties hereto. This Agreement shall remain in full force and effect pursuant to its terms and conditions notwithstanding the termination of the business dealings between the parties by either party.

9. This Agreement shall be governed by the laws of the State of Maryland without reference to its rules relating to choice of law. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any signed counterpart of this Agreement may be delivered by facsimile or other electronic transmission with the same legal force and effect as delivery of an originally signed document.

IN WITNESS WHEREOF, the parties have signed this Agreement making it effective as of the Effective Date written.

// Signature Block //

**Please note that this version of ANCILE's Mutual Non-Disclosure Agreement is made available for review only.**

Last updated July 10, 2023.