

TEMPESTA

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TEMPESTA MEDIA, LLC UNILATERAL NONDISCLOSURE AGREEMENT

THIS UNILATERAL NONDISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of _____, 2022 (the "Effective Date") by and between Tempesta Media, LLC, an Indiana Limited Liability Company ("Company"), and _____ ("Recipient").

1. *Purpose.* Company and Recipient wish to explore a business opportunity of mutual interest (the "Opportunity") and in connection with the Opportunity, Company may disclose to Recipient certain confidential and proprietary information that Company desires Recipient to treat as confidential.

2. *Confidential Information.* "Confidential Information" means any information disclosed to Recipient by Company, either directly or indirectly in writing, orally or by inspection of tangible objects, including, without limitation, business plans, customer data, customer lists, customer names, designs, documents, drawings, engineering information, financial analysis, hardware configuration information, inventions, market information, marketing plans, processes, products, product plans, research, services, specifications, software, source code, trade secrets or any other information designated as "confidential," "proprietary" or some similar designation. Confidential Information also includes information disclosed to Company by third parties. Confidential Information shall not, however, include any information which Recipient can establish (i) was publicly known and generally available in the public domain prior to the time of disclosure to Recipient by Company; (ii) becomes publicly known and made generally available after disclosure by Company to Recipient through no action or inaction of Recipient; or (iii) is in possession of Recipient, without confidentiality restrictions, at the time of disclosure by Company as shown by Recipient's files and records immediately prior to the time of disclosure.

3. *Non-Use and Non-Disclosure.* Recipient agrees that it shall use Company's Confidential Information solely for the purpose of evaluating the Opportunity and shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects that embody Company's Confidential Information. Recipient further agrees that Company's Confidential Information will be kept confidential and Recipient agrees it will not disclose any of Company's Confidential Information; *provided, however*, that Company's Confidential Information may be disclosed to Recipient's employees who need to know such Confidential Information for the sole purpose of evaluating the Opportunity.

4. *Maintenance of Confidentiality.* Recipient agrees that it shall take all reasonable measures to protect the confidentiality of and avoid disclosure and unauthorized use of the Company's Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures that Recipient takes to protect its own most highly confidential information and shall have its employees, if any, who have access to Company's Confidential Information sign an agreement in content substantially similar to the provisions hereof prior to any disclosure of Company's Confidential Information to such employees. Recipient shall not copy Company's Confidential Information without Company's prior written authorization. Recipient shall reproduce Company's proprietary rights notices on any such authorized copies in the same manner in which such notices were set forth in or on the original. Recipient shall promptly notify Company in the event of any unauthorized use or disclosure of Company's Confidential Information.

5. *Notices.* All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing by email and shall be deemed to have been given on the date sent by e-mail if sent during normal business hours of the recipient and on the next business day if sent after normal business hours of the recipient to the email address provided by the parties at the time hereof.

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6. *No Obligation.* Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions this Agreement contemplates concerning the Opportunity.
7. *No Warranty.* ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
8. *Return of Materials.* All documents and other tangible objects containing or representing Company's Confidential Information and all copies thereof shall be and remain the property of the Company and shall be promptly returned to Company upon Company's request.
9. *No License.* Nothing in this Agreement is intended to grant any rights to Recipient under any patent, copyright, trademark or other intellectual property rights of Company, nor shall this Agreement grant Recipient any rights in or to Company's Confidential Information except as expressly set forth herein.
10. *Non-Solicitation.* Recipient agrees that for a period of thirty-six (36) months following the Effective Date, Recipient will neither hire any of Company's employees nor, directly or indirectly, solicit, induce, recruit or encourage any of Company's employees to leave their employment with Company.
11. *Term.* The obligations of Recipient hereunder survive any termination of this Agreement and shall continue for a period terminating three (3) years from the date on which Company last disclosed any of its Confidential Information under this Agreement.
12. *Remedies.* Recipient agrees that its obligations hereunder are necessary and reasonable in order to protect Company's Confidential Information and expressly agrees that monetary damages would be inadequate to compensate Company for any breach of this Agreement. Accordingly, Recipient agrees and acknowledges that any breach or threatened breach of this Agreement will cause irreparable injury to Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Company shall be entitled to obtain injunctive relief against the breach or threatened breach of this Agreement, without the necessity of proving actual damages.
13. *Recipient Information.* Company does not wish to receive any confidential information from Recipient, and Company assumes no obligation, either express or implied, with respect to any information disclosed by Recipient.
14. *Miscellaneous.* Recipient agrees to be responsible for any breach of this Agreement by any of its directors, officers or employees. This Agreement shall be governed by the laws of the State of Indiana, without reference to conflict of laws principles. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. If any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable as though such term were absent on the Effective Date. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement may not be amended, nor any obligation waived, except in writing, signed by both parties hereto.

[SIGNATURE PAGE FOLLOWS]



TEMPESTA MEDIA, LLC

RECIPIENT

By: _____

By: _____

Title: _____

Title: _____