



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

This Confidentiality, Non-Disclosure, Non-Competition and Non-Circumvention Agreement (this "Agreement") is effective as of the date below by and between **US Connect** and "\_\_\_\_\_". **US Connect** and "\_\_\_\_\_" are referred to individually as a "Party" and collectively as the "Parties." **US Connect** (referred to herein as the "Disclosing Party"), and the individual(s), entity, partnership or association named as "Receiving Party" within the signatory block of this Agreement, (the "Receiving Party") for the purpose of protecting the confidential and proprietary nature of certain information of the Disclosing Party of which the Receiving Party may become aware in communications with Disclosing Party."

### **BACKGROUND OF AGREEMENT**

The Parties have agreed to evaluate a possible transaction between them. This relationship shall be referred to herein as the "Transaction." In connection with the Transaction, the Parties have agreed to exchange Confidential Information as defined (defined below), subject to the following terms and conditions. A Party providing any Confidential Information to another Party is referred to herein as the "Owner," and the Party receiving any Confidential Information from another Party is referred to herein as the "Recipient." A Party can be both an Owner and a Recipient hereunder. **NOW THEREFORE**, in consideration of the foregoing and the mutual promises contained in this Agreement, the Parties, intending to be legally bound, hereby agree as follows.

### **CONFIDENTIAL INFORMATION**

As used herein, the "Confidential Information" shall mean, subject to Section 3 below, any information related to or in connection with the invention of the Disclosing Party that is disclosed to the Receiving Party by the Disclosing Party or those working in collaboration with the Disclosing Party, regardless of when or where disclosed, whether verbally, visually, electronic, in writing, or by any other means, whether tangible or intangible, directly or indirectly, intentionally or unintentionally, and in whatever form or medium. Confidential Information may include, without limitation, the inventions, ideas, models, images, descriptions, specifications, photos, technology, analyses, displays, technical information, business strategies, business plans, marketing information, business opportunities, promotional materials, customer information, vendor lists, know-how, financial information, drawings, designs, pricing information, summaries, notes, and any other information bearing or incorporating any of the foregoing, whether prepared by the Disclosing Party or the Receiving Party. Information need not be novel, unique, patentable, copyrightable or a trade secret to constitute Confidential Information.

### **OBLIGATION OF CONFIDENCE**

The Receiving Party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose, publish, reproduce, duplicate, use or otherwise reveal any Confidential Information of the Disclosing Party, except as approved in writing by the Disclosing Party, and will use the Confidential Information of the Disclosing Party for no purpose other than for use in evaluating a potential relationship and/or conducting a transaction between the Parties (the "Permitted Use"). The Receiving Party will limit access to Confidential Information to only those of the Receiving Party's officers, directors, employees, agents, consultants or authorized representatives. Having a need to know in furtherance of the Permitted Use (and even then, such access shall only be to such extent as is necessary and essential for contribution toward the Permitted Use) and who have entered into confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein. The Receiving Party shall be responsible for any breach of the terms of this Agreement by anyone who obtains the Confidential Information from the Receiving Party and shall assist the Disclosing Party in recovering the Confidential Information and/or mitigating any harm arising from such breach.

### **LIMITATIONS OF OBLIGATION**

The Receiving Party will not have any obligations under this Agreement with respect to a specific portion of the Confidential Information if such Receiving Party can demonstrate with competent evidence that such portion of Confidential Information: (a) was readily available in the public domain at the time it was disclosed to the Receiving Party; (b) becomes readily available in the public domain subsequent to the time it was disclosed to the Receiving Party, through no fault of the Receiving Party; or (c) was developed by the Receiving Party wholly independent of and without use of or reference to any of the Confidential Information. Confidential Information shall not be deemed to be in the public domain merely because such information is embraced by more general disclosures in the public domain, and any combination of features shall not be deemed to be within the foregoing

exceptions merely because individual features are in the public domain if the combination itself and its principles of operation are not in the public domain. If Recipient or any of its Representatives become legally compelled by law, regulation, rule, or by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process, or is advised by legal counsel to disclose any of the Confidential Information, Recipient will use reasonable efforts to provide Owner with prompt notice of such requirement or advice prior to disclosure so that Owner may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained prior to the date that the Recipient is compelled to disclose any of the Confidential Information, or Owner waives compliance with the provisions hereof, the Party compelled to make disclosure will furnish only that portion of the Confidential Information which it is legally required to so furnish and use reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

### **RETURN OF INFORMATION**

Upon written request by Owner, Recipient will return to Owner promptly all Confidential Information received from Owner in Recipient's or its Representatives' possession or certify within such period that it and its Representatives have destroyed such information.

### **NON-CIRCUMVENTION/NON-COMPETITION**

The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party and has been developed and obtained through great efforts by the Disclosing Party. The Receiving Party shall not directly or indirectly use the Confidential Information for gain other than in furtherance of the Permitted Use with the Disclosing Party and shall not use or permit the use of the Confidential Information in any way that is detrimental or averse to the Disclosing Party or that would result in a disadvantage to the Disclosing Party. It is understood that Confidential Information may pertain to prospective or unannounced patents, projects or other pending agreements of a sensitive nature. Without limiting the foregoing, the Receiving Party agrees not to: **(a)** use any Confidential Information, directly or indirectly, in part or in whole, to develop, or work with a third party to develop, intellectual property or item(s); **(b)** contact or solicit potential Non-Disclosure, Non-Competition and Non-Circumvention Agreement customers, competitors or vendors of Disclosing Party in connection with the Confidential Information; or **(c)** circumvent or compete with Disclosing Party, directly or indirectly, regarding any transaction related to the Confidential Information.

### **OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS**

The Disclosing Party reserves all rights in and to the Confidential Information. The Receiving Party recognizes and agrees that nothing contained in this Agreement will be construed as granting or transferring any interest or property rights, by license, title or otherwise, to any Confidential Information, or to any copyright, trademark, or other intellectual property right that has issued or that may issue, in connection with the Confidential Information. To the extent that the Receiving Party conceives any invention as a direct result of the Confidential Information received from Disclosing Party or makes any improvement, discovery, recommendation, or contribution to the Confidential Information of the Disclosing Party, including but not limited to

### **OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS cont.**

engineering, testing or design work for the Disclosing Party (all the foregoing referred to hereinafter collectively as "Support"), such Support and all rights therein including without limitation patent rights, shall be work made for hire, belonging solely and exclusively to the Disclosing Party. If for any reason the Support would not be considered a work made for hire under applicable law, Receiving Party does hereby sell, assign, and transfer to Disclosing Party, their successors and assigns, the entire right, title and interest in and to the patent rights and copyright in the Support and any registrations and applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Support, and in and to all income, royalties, claims and payments now or hereafter receivable with respect thereto, and in and to all rights corresponding to the foregoing throughout the world. If the Support is one to which the **provisions of 17 U.S.C. 106A** apply, the Receiving Party hereby waives, and appoints the Disclosing Party to assert on the Receiving Party's behalf, the Receiving Party's moral rights or any equivalent rights regarding the form or extent of any alteration to the Support (including, without limitation, removal or destruction) or the making of any derivative works based on the Support, including, without limitation, photographs, drawings or other visual reproductions of the Support, in any medium, for Disclosing. Receiving Party agrees to execute all papers and to perform such other proper acts as Disclosing Party may deem necessary to secure for Disclosing Party the rights herein assigned.

## **RETURN OF INFORMATION**

Upon written request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party or destroy all tangible materials containing the Confidential Information and all copies thereof. In such event, the Receiving Party, within ten (10) days of receiving the request to return all Confidential Information, shall deliver to the Disclosing Party a written certificate certifying that all Confidential Information in the Receiving Party's possession has been returned and/or fully and permanently destroyed.

## **ASSIGNMENT/TRANSFER OF RIGHTS**

The Receiving Party will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Disclosing Party, which may be withheld at Disclosing Party's discretion. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their legal representatives, heirs, successors and permitted assigns.

## **TERMS AND CONDITIONS**

**(1)** Neither this Agreement nor the disclosure by Owner of the Confidential Information or other information to Recipient will result in any obligation on the part of either party to enter any further agreement with the other with respect to the subject matter hereof or otherwise, to purchase any products or services from the other or to require either party to disclose any information to the other. Nothing in this Agreement will imply any partnership or joint venture between the Parties or be construed as making any Party the agent of the other.

**(2)** The Parties acknowledge and agree that a breach of any of the provisions of this Agreement will result in immediate and irreparable harm for which money damages would not be an adequate remedy. In the event of any breach or threatened breach of the provisions of this Agreement, the non-breaching Party may obtain equitable relief without the necessity of posting a bond, including injunctions and orders for specific performance, in addition to all other remedies available at law or in equity.

**(3)** **Upon** ten (10) business days written notice, any Party may notify the others that it no longer wishes to receive or provide Confidential Information. Any information received or provided by any Party thereafter will not be subject to the protection of this Agreement.

**(4)** This Agreement will expire three (3) years from the date hereof. Notwithstanding anything herein to the contrary, the non-disclosure obligations of the Parties set forth in this Agreement will survive the expiration or termination of this Agreement.

**(5)** **Neither** this Agreement nor any rights hereunder in whole or in part are assignable or otherwise, transferable by either party without the prior written consent of the other Parties.

**(6)** The laws of the State of Texas jurisdiction of Tarrant County will govern this Agreement. Any dispute arising under the terms hereof will be heard only before courts of competent jurisdiction in the State of Florida. If any action is brought to enforce the terms of this agreement against the other party hereto, the prevailing party shall be entitled to its costs and reasonable attorney fees.

**(7)** This Agreement constitutes the entire understanding between Recipient and Owner as to the Confidential Information provided in connection with the Transaction and merges all prior and contemporaneous discussions and agreements between them relating thereto.

**(8)** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which when taken together will constitute one and the same instrument.

**(9)** This Agreement will be binding upon each Party and its successors and assigns, and will ensure to the benefit of, and be enforceable by, each Party and its successors and assigns.

(10) The provisions of this Agreement will be severable if any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions will remain enforceable to the fullest extent permitted by law.

### **SIGNATURES OF AGREEING PARTIES**

Each Party has caused this Agreement to be executed on its behalf by an authorized individual as of the date set forth above. Both parties have read and agreed upon this agreement to be legal and binding by the laws of the State of Texas in the jurisdiction of Tarrant County.

#### **"Receiving Party"**

Company or Individual Name: \_\_\_\_\_

Representee Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

#### **"Disclosing Party"**

Company Name: US Connect, llc

Representee Signature:                     *Ronnie Misko*                    

Printed Name: \_\_\_\_\_ Ronnie Misko

Title: \_\_\_\_\_ Operations Officer

Address: \_\_\_\_\_ 9800 Hillwood Pkwy Ste 140, Fort Worth TX 76177

E-mail Address: \_\_\_\_\_ legal@usconnects.com

Date: \_\_\_\_\_

#### **WITNESSING PARTY SIGNATURE**

On this date of

as a witness to both the Receiving Party and the Disclosing Party have agreed upon and signed the above aforementioned NON-DISCLOSURE, NON-COMPETITION AND NONCIRCUMVENTION AGREEMENT.