

## **Mutual Non-Disclosure Agreement (NDA)**

This is a standard legal document which will serve to protect both our firms' interests. The following Mutual Non-Disclosure Agreement constitutes a legal binding agreement between the principals of Paradigm Source, LLC, and or potential clients, vendors, inventor(s), investment firms, and all private or public entities engaging in potential business with Paradigm Source, LLC. Previous listed engagers' will be stated as the client herein below.

This Mutual Non-Disclosure Agreement (hereinafter Agreement) made between Potential Client as defined by email communication, and email address, and Paradigm Source, LLC - hereinafter jointly referred to as "PARTIES" - WHEREAS the PARTIES have discussed their intention to use the services of Paradigm Source, LLC (hereinafter referred as "the Purpose of this Agreement"), and the PARTIES intend to share certain information of a confidential nature ("Confidential Information"). The PARTIES therefore wish to enter into this Agreement to govern the confidentiality obligations between them as either being the Receiving - or Disclosing PARTY.

### **Activation of Non-Disclosure Agreement**

This agreement comes into effect immediately once we receive your electronic signature. NOW IT IS AGREED as follows: Confidential Information

As used herein, "Confidential Information" shall mean all information, whether in written, oral, electronic or other form, furnished or disclosed on or after the date hereof by the Company to the Recipient, and specifically includes, but is not limited to, all business and financial information, assets, marketing and strategic plans, analysis, projections, reports, technologies, processes and operations, compilations, forecasts, studies, lists, summaries, notes, data, legal and regulatory permitting strategic analysis and plans relative to state and local law, all terms and conditions included in any and all drafts of any agreement with respect to the Business Endeavor, all customers, employees, suppliers, vendors, inventor(s), professionals involved with the Business Endeavor ("Contact Persons"), and all other documents and materials concerning the Company and its affiliates, including the terms of this Agreement, and any prices, fees, financing arrangements, and schedules hereto. Confidential Information shall also include all

information related to the Business Opportunity provided by the Company to the Recipient prior to the signing or email execution of this Agreement.

#### **Non-Confidential Information**

Confidential Information shall not include any of the following: (a) such information in the public domain at the time of the disclosure, or which subsequently comes within the public domain through no fault of the Recipient; (b) such information which was in the possession of the Recipient at the time of disclosure that was not acquired, directly or indirectly, from the Company; (c) such information which the Recipient acquired from a third party who did not require the Recipient to hold the same in confidence and who did not acquire such information through breach of this Agreement; or) information independently developed by the Recipient without use of any Confidential Information.

#### **Non-Circumvention**

The Recipient shall not at any time prior to the expiration of three (3) years from the date of this Agreement, without the prior written consent of the Company, which consent the Company may withhold in its sole discretion, (a) attempt in any manner to deal directly or indirectly in any manner with any of the Contact Persons or other individuals or companies related to the Business Endeavor including by having any part of or deriving any benefit from the Business Endeavor or any aspect thereof, or (b) by-pass, compete, avoid, circumvent, or attempt to circumvent the Company relative to Business Opportunity including by utilizing any of the Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

#### **Obligations of Confidentiality**

1.1 Each PARTY may from time to time in its absolute discretion provide Confidential Information to the other PARTY. All Confidential Information which is disclosed by a PARTY to the other is to be protected hereby: if in writing or other tangible form, (i) when conspicuously labeled as confidential at the time of delivery; (ii) when the disclosed information relates to the business of the Disclosing PARTY; or (iii) when the Receiving PARTY knows that the information is confidential or (iv) a reasonable person under the circumstances would know, or

have reason to believe that the information is confidential; if oral, (i) when identified as confidential or (ii) when the disclosed information relates to the business of the Disclosing PARTY or (iii) when the Receiving PARTY knows that the information is confidential or (iv) a reasonable person under the circumstances would know or have reasons to believe that the information is confidential. The PARTIES shall use their best efforts to reduce such oral statements to writing or other tangible form and deliver a written summary within thirty (30) days from the original date of disclosure to the Receiving PARTY, The PARTIES agree that they will not distribute, disclose or otherwise disseminate Confidential Information except on a "need-to-know-basis" unless: such Confidential Information is or becomes generally available to the public other than as a result of a breach of this Agreement; or such Confidential Information was already in possession of the Receiving PARTY without restriction prior to any disclosure hereunder; or such Confidential Information is or has been lawfully disclosed to the Receiving PARTY by a third party, not employed by or otherwise affiliated with the Disclosing PARTY who is free lawfully to disclose the same; or such Confidential Information is independently developed by personnel having no access to the Confidential Information by the Receiving PARTY or such Confidential Information is mandatorily requested to be disclosed by any rule, court, law, state, agency or political subdivision thereof having jurisdiction. In consideration of it being provided with Confidential Information each of the PARTIES agrees: that Confidential Information received by a PARTY shall be used for no purpose other than for the Purpose of this Agreement; that contractors, agents, advisors and representatives may be given access to Confidential Information only after prior written permission of the Disclosing PARTY and after such contractors agents, advisors and representatives have accepted obligations of confidentiality similar to those contained in this Agreement. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. The relevant provision shall then be replaced by a valid arrangement which comes as close as possible to the relevant provision. The present Agreement is construed in accordance with the Laws of the United States and Canada.