

# Non-Disclosure Agreement

---

**THE PARTIES.** This New York Non-Disclosure Agreement ("Agreement") created on May 19th 2024, is by and between:

1<sup>st</sup> Party: Mount Sai Productions ("1<sup>st</sup> Party"), with a mailing address of 130 W Bradhurst, Manhattan NY10039, and

2<sup>nd</sup> Party: DKOE Network LLC ("2<sup>nd</sup> Party"), with a mailing address of 4 Niagara Alley, Trenton NJ 08618.

3<sup>rd</sup> Party: \_\_\_\_\_ ("3<sup>rd</sup> Party"), with a mailing address of \_\_\_\_\_.

The 1<sup>st</sup> Party, 2<sup>nd</sup> Party, and 3<sup>rd</sup> Party are each referred to herein as a "Party" and, collectively, as the "Parties."

This Agreement is made by the Parties discussing a potential relationship ("relationship") to prevent the unauthorized disclosure of confidential and proprietary information. The Parties agree as follows:

## 1. Confidentiality

### 1.1 Confidential Information

"Confidential Information" means all information, in any form, relating to one party and furnished to or obtained by the other during the term of this Agreement, including, without limitation, volunteer, employee, and donor data, budget and other financial data, program plans and strategies, research, and know-how. This shall include, but not be limited to, documents, records, information and data (whether verbal, electronic or written), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, product developments, patent applications, know-how, experimental results, specifications and other business information, relating to the Party's business, assets, operations or contracts, furnished to the other Party and/or the other Party's affiliates, employees, officers, owners, agents, consultants or representatives, in the course of their work contemplated in this Agreement, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all work products, studies, and other material prepared by or in the possession or control of the other Party, which contain, include, refer to, or otherwise reflect or are generated from any Confidential Information.

It does not include information which: (a) is or becomes generally available to the public other than as a result of a disclosure by the receiving party; (b) was known by the receiving party prior to its being furnished by the disclosing party; (c) is or becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party; or (d) is independently developed by the receiving party without the use of confidential information.

### 1.2 Use and Confidentiality

The 3<sup>rd</sup> Party will use the 1<sup>st</sup> Party and 2<sup>nd</sup> Party's Confidential Information only

in connection with discussions about the Relationship and will keep it confidential, using at least the same degree of care it uses to protect its own confidential information. 3rd Party will only disclose the 1st Party and 2nd Party's Confidential Information to those of its officers, directors, employees, agents, consultants, and affiliates, if any, who need access to the information for the purposes contemplated by this Agreement (each an "Authorized Person"). The receiving party will be responsible for ensuring that Authorized Persons comply with the terms of this Agreement. 3rd Party will not disclose the 1st Party and 2nd Party's Confidential Information to anyone other than an Authorized Person, including to a funder or a potential funder, without prior written consent. The receiving party will promptly notify the disclosing party upon discovery of any loss or unauthorized disclosure of the disclosing party's Confidential Information.

### **1.3 Confidentiality of Discussions**

The 2nd Party will not disclose either the fact that discussions are taking place concerning the Relationship or any details of such discussions without first obtaining the other party's prior written consent.

## **2. Relationship**

### **2.1 No Representations or Warranties**

Neither the 1st Party, 2nd Party, nor 3rd Party makes any representation or warranty, express or implied, with respect to the accuracy or completeness of, or assumes any liability for, any Confidential Information provided under this Agreement.

### **2.2 No Obligation to Enter Relationship**

The exchanges of information and discussions contemplated by this Agreement do not obligate 1st Party, 2nd Party, or 3rd Party to enter into the Relationship or to discuss or negotiate the terms of, or enter into a definitive agreement relating to, the Relationship or any other contractual or other arrangement.

### **2.3 Ownership; No Rights Granted**

1st Party and 2nd Party retains all rights, title, and interest in and to all of its Confidential Information, including intellectual property rights.

### **2.4 Freedom of Action**

1st Party and 2nd Party may be in discussions or negotiations with other parties regarding similar relationships. Nothing in this Agreement will be construed: (a) as a representation or promise that a receiving party will not develop or use programs, materials, or ideas, or have programs, materials, or ideas developed for it, that compete with the programs, materials, or ideas contemplated by any disclosing party's Confidential Information or (b) to preclude 1st party and 2nd Party from negotiating or entering into any agreement with any outside party.

### **2.5 Publicity**

3rd Party will not be permitted the use of the names, logos, trademarks, or other identifying data in any notices to outside parties, any study, policy, outreach, promotional, marketing, advertising, or other materials, or in any website, press release or other public communication, however characterized, without written consent.

### **2.6 Termination**

This Agreement will terminate on the earlier of: (a) execution of a definitive agreement governing the Relationship that includes confidentiality provisions or that expressly supersedes this Agreement; or (b) delivery of written notice of termination by both 1st Party and 2nd Party to 3rd Party under this Section 2.6, with termination to be effective on receipt of such notices.

### **2.7 Effect of Termination**

Upon termination without a definitive agreement, the 3rd Party will, following the disclosing party's request and at the receiving party's own expense, return or destroy all copies of written Confidential Information furnished to the receiving party. If requested, the receiving party will certify in writing, within ten days after the later of (a) termination or (b) receipt of such request, that all Confidential Information has been returned or destroyed. Notwithstanding the other provisions of this Section 2.7, receiving party's obligations under Section 1 will continue in effect for ten years after the date of termination.

## **3. General Provisions**

### **3.1 Injunctive Relief**

3rd Party recognizes that a breach of this Agreement may cause irreparable harm to the other party and that actual damages may be difficult to ascertain and, in any event, may be inadequate. Accordingly, the 3rd Party agrees that in the event of such a breach, the injured party may be entitled to injunctive relief in addition to such other legal or equitable remedies as may be available.

### **3.2 Entire Agreement**

This Agreement expresses the final, complete, and exclusive agreement between 1st Party, 2nd Party and 3rd Party and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between 1st Party, 2nd Party and 3rd Party relating to its subject matter.

### **3.3 Amendment**

This Agreement may be amended only as stated in and by a writing signed by both 1st Party and 2nd Party which recites that it is an amendment to this Agreement.

### **3.4 Severability**

If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

**3.5 Waiver**

Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

**3.6 Assignment**

3rd Party may not assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other party, except that either may assign all of its rights and obligations under this Agreement without the other's prior written consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all assets, or other operation of law.

**3.7 Notices**

Notices and consents under this Agreement must be in writing and delivered by mail, hand delivery, fax, or e-mail to the addresses set out below. These addresses may be changed by written notice to the other party.

**3.8 Governing Law**

This Agreement will be governed by New York law.

**3.9 Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts will constitute effective delivery.

\* \* \* \* \*

**1st Party's Signature** \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Email \_\_\_\_\_  
Address \_\_\_\_\_

**2nd Party's Signature** \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Email \_\_\_\_\_  
Address \_\_\_\_\_

**3rd Party's Signature** \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Email \_\_\_\_\_  
Address \_\_\_\_\_

1st Party, 2nd Party and 3rd Party executed this Agreement as of the date stated in its first paragraph.