This Mutual Non-Disclosure Agreement ("Agreement"), is entered by and between the CodeLaunch Applicant or entity named 'FOUNDER-NAME-HERE' (sometimes referred to herein as "Applicant") and CodeLaunch, LLC, a Texas limited liability company that executes the CodeLaunch program and all matters that relate thereto (collectively the "Parties"). The Parties enter into this Agreement as of the date ("APPLICATION-DATE-GOES-HERE") the CodeLaunch Applicant signs and submits this form and its contents, related to the concept named 'NAME-OF-VENTURE'. The Parties agree as follows:

Rules and Non-Disclosure Agreement

1. **DEFINITION. "Confidential Information" shall include all confidential, proprietary or trade secret information, whether disclosed orally or disclosed or stored in written, electronic or other form or media, which is obtained from or disclosed by Disclosing Party or its Representatives on or after the date hereof regarding the Disclosing Party, including, but not limited to, information concerning: resources; identities of the Disclosing Party's business contacts, consultants, contractors, suppliers, distributors, and customers; revenue sources, pending bids and proposals, sales, costs, profits, and present and future products; technical information; projects, plans, strategies, processes, procedures, methods, formulas, calculations, data, notes, notebooks, correspondence, reports, papers, documents, charts, tables, inventions, specifications, manuals, photographs, slides, videos, movies, know-how, concepts, designs, sketches, drawings, schematics, models, prototypes, devices, machine-readable records and instructions, computer hardware and computer software; product information; algorithms and data; intellectual property; future and pending patents, cost reduction plans, and other information, as well as any third-party confidential information included with, or incorporated in, any information provided by Disclosing Party.**

2. **EXCLUSIONS. The term "Confidential Information" shall not include any information, which:**

   1. **was previously known to the Receiving Party free of any obligation to keep it confidential;**

   2. **is or becomes generally available to the public by other than through an unauthorized disclosure;**

   3. **is developed by or on behalf of such Party independent of any Information furnished under this Agreement; or**

   4. **is required to be disclosed by law or by any governmental agency having jurisdiction pursuant to an order to produce or in the course of a legal proceeding pursuant to a lawful request for discover; provided, however, that if a Receiving Party is so ordered or required to disclose the Information, such Party shall promptly notify the Disclosing Party of the order or request and permit the Disclosing Party (at its expense) to seek an appropriate protective order.**

3. **CONFIDENTIALITY OBLIGATION. The Receiving Party, its employees, contractors, directors, affiliates, including but not limited to employees of its affiliated companies shall:**

   1. **hold the information in secrecy and confidence;**

   2. **restrict disclosure of the Information solely to its directors, officers and employees, affiliates and/or professional advisors/consultants (including attorneys and accountants), all with a need to know, and shall not disclose it to any other person unless it has obtained the prior written consent of the Disclosing Party;**

   3. **advise those persons to whom the Information was disclosed of their obligations with respect to the Information; and**

   4. **use the Information only in connection with the Subject Matter and continuing correspondence and discussions by the Parties pertaining thereto**

   5. **share the applicants' contact information and venture name with partners within the CodeLaunch ecosystem for purposes of collaboration, provided that no Confidential Materials, including but not limited to pitch decks, mockups or other detailed proprietary information, are disclosed without prior written consent; and**

4. **RETURN OR DESTRUCTION OF MATERIALS. Upon termination of discussions regarding the Subject Matter, the Receiving Party shall at the Disclosing Party's written request, destroy all such Information and any copies thereof.**

5. **NO OBLIGATION TO DISCLOSE OR NEGOTIATE. Neither this Agreement, the disclosure of Information under this Agreement, nor the ongoing discussions and correspondence between the Parties shall constitute or imply a commitment or binding obligation between the Parties or their respective affiliated companies, if any, regarding the Subject Matter, and shall not be construed as forming a contract regarding the Subject Matter or any other transaction between them.**

6. **NO GUARANTEE. The Receiving Party is offering an opportunity to be considered for complimentary or discounted services through our the CodeLaunch Program but does not guarantee any such venture or associated idea will be selected or that any services will be provided. Services are only guaranteed to those "Finalists" who formally accept the terms and conditions thereof and may execute a separate agreement.**

7. **NO WARRANTY. Neither Party is responsible or liable for any business decisions made or inferences drawn by the other Party in reliance on this Agreement, or in reliance on actions taken, or disclosures made pursuant to this Agreement; neither Party makes any warranty, express or implied, with respect to the Information; and neither Party shall be liable to the other hereunder for amounts representing loss of profits, loss of business, or indirect, consequential, or punitive damages of the other Party in connection with the provision or use of the Information hereunder.**

8. **CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the choice of law provisions of any jurisdiction. If wither Party wished to bring a claim or other action pertaining to this Agreement or breach thereof, the Party shall bring such a claim or action in the district courts for Collin County, Texas and the other Party shall not object to the forum or venue.

9. **TERM.** The confidentiality obligations and use restrictions under this Agreement shall remain in effect for a period of two (2) years from the Effective Date and shall then terminate.

10. **INJUNCTIVE RELIEF.** The Parties acknowledge that an unauthorized disclosure of the Information by the Receiving Party or a breach of this Agreement could cause irreparable hardship to the Disclosing Party. Further, in the event of a breach, the damages incurred by the Disclosing Party may be difficult if not impossible to ascertain, and that such Disclosing Party may seek and shall be entitled to receive injunctive relief, without the need to prove damages or post a bond, as well as monetary damages against a Party that breaches this Agreement. Such damages shall not include indirect, consequential, exemplary or punitive damages.

11. **NO LIMITATION.** The Parties acknowledge that this Agreement does not restrict the ability of the Parties to engage in their respective businesses, nor does it limit either Party's use or application of any information or knowledge acquired independently of the other without a breach of this Agreement in the course of such Party's business.

12. **APPLICANT OBLIGATIONS.** The Applicant agrees to participate in public relations activities as a participant of CodeLaunch and will promote the CodeLaunch program, and comply with the terms of the selection process, NDA, and rules in a spirit of good will. Further, Applicant consents that its name, image, logo, and likeness can be used by Code Launch and affiliated entities as a past participant for as long as CodeLaunch offers this program.

    1. Applicant agrees that their CodeLaunch application data and contact information may be shared with sponsors of CodeLaunch and/or other parties who may use it to market their products or services to CodeLaunch applicants.

13. **ASSIGNMENT.** This Agreement shall benefit and be binding upon the Parties hereto and their respective successors and assigns. Neither Party may delegate any of its duties, nor assign any of its rights, hereunder without the prior written consent of the other Party in each instance, which consent may be granted or denied by the other Party in its sole and absolute discretion.

14. **ENITRE AGREEMENT.** This Agreement constitutes the entire understanding between the Parties with respect to the Information provided hereunder. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and executed on behalf of each Party by its duly authorized representative.

15. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Facsimile or electronic signatures to this Agreement shall be deemed to be binding upon the Parties.

16. **SEVERABILITY.** The provisions of this Agreement are severable and, if any one or more provision may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provision to the extent enforceable, nevertheless shall be binding and enforceable.

17. **TERMINATION.** Unless the Parties engage in the proposed transaction or any business arrangement within one year of the Effective Date, this Agreement and all responsibilities and restrictions on both Parties, excluding the confidentiality obligations found in herein shall terminate one year from the Effective Date of this Agreement, and such termination shall not require any prior notice by either Party.

18. **ACKNOWLEDGEMENTS.** The Disclosing Party acknowledges the complete rules and NDA have been read, are understood, are acceptable, and the Parties enter into the CodeLaunch NDA Agreement as of the date and time this form is submitted.

    1. **Disclosing Party further acknowledges that a criminal background check report on all principals related to this application may be a requirement for venture to advance to the "Finals" stage of application consideration, and such requirement is the discretion of the Receiving party. Costs for such criminal background check report acquisition will be the responsibility of the Disclosing Party. Any information found on these criminal background check report(s) may be cause for elimination for further consideration in the CodeLaunch program at the sole discretion of CodeLaunch and CodeLaunch, LLC.**

    2. **I agree not to submit more than three (3) different venture applications during any given CodeLaunch competition, whether directly or indirectly.**

    3. **I agree to not disparage the reputation of Improving, the CodeLaunch Program, any Affiliate entities of CodeLaunch or Improving, or our partners and sponsors, on the web, Facebook, Twitter, Reddit, or any other public venue.**

I understand if my venture is chosen as a "Finalist" to participate at the CodeLaunch Event, I am expected to travel to the applicable event city and state at my own expense to appear in person on EVENT-DATE-GOES-HERE (which is subject to change); If I am not able to meet this obligation I will not apply.