

This Mutual Non-Disclosure Agreement ("Agreement"), is entered by and between the CodeLaunch Applicant or entity named \_\_\_\_\_ (sometimes referred to herein as "Applicant") and Code Authority, 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 ("Effective Date") the CodeLaunch Applicant signs and submits this form and its contents, related to the concept named [PRELIMINARY NAME OF CONCEPT]. The Parties agree as follows:

## RULES AND NON-DISCLOSURE AGREEMENT

1. In connection with discussions and negotiations between the Parties regarding the one or more proposed transactions or business relations between the Parties (hereinafter "Subject Matter"), each Party in possession of certain information ("Disclosing Party") may wish to disclose certain of its confidential or proprietary information (hereinafter "Confidential Information") to the other Party ("Receiving Party") on a confidential basis. "Confidential Information" includes information furnished in a tangible form, as well as information transferred orally, visually, electronically or by any other means. All Information disclosed by the Disclosing Party shall be deemed to be Confidential Information, including without limitation this Agreement and its terms, and the facts and substance of discussions the term "Confidential Information" shall not include any information, which
  - a. was previously known to the Receiving Party free of any obligation to keep it confidential;
  - b. is or becomes generally available to the public by other than through an unauthorized disclosure;
  - c. is developed by or on behalf of such Party independent of any Information furnished under this Agreement; or
  - d. 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 discovery; 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.
2. The term "Confidential Information" shall not include any information, which
  - a. was previously known to the Receiving Party free of any obligation to keep it confidential;
  - b. is or becomes generally available to the public by other than through an unauthorized disclosure;
  - c. is developed by or on behalf of such Party independent of any Information furnished under this Agreement; or
  - d. 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. The Receiving Party, its employees, and employees of its affiliated companies shall:

- a. hold the Information in secrecy and confidence;
  - b. 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;
  - c. advise those persons to whom the Information was disclosed of their obligations with respect to the Information; and
  - d. use the Information only in connection with the Subject Matter and continuing correspondence and discussions by the Parties pertaining thereto; and
  - e. not use the Information to sell its own services.
4. Upon termination of discussions regarding the Subject Matter, the Receiving Party shall at the Disclosing Party's direction, destroy all such Information and any copies thereof.
5. 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. The Receiving Party is offering an opportunity to be considered for complimentary or discounted services through our Incubation Program "CodeLaunch," but does not guarantee any such idea will be selected or that any services will be provided. Services are only guaranteed to winners who formally accept the terms and conditions thereof and may execute a separate Incubation and/or Purchase Agreement.
7. 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. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to their conflict of law provisions.
9. 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. The Parties acknowledge that in the event of an unauthorized disclosure of the Information by the Receiving Party, 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.
11. 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.
  - a. The Applicant agrees to participate in public relations activities as a participant of CodeLaunch and will promote Code Authority, LLC and 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 and logo can be used by Code Authority, LLC or Improving Enterprises as a past participant for as long as Code Authority offers this program.

- b. Applicant agrees that their contact information (name, address, city, state, zip, phone, and email) may be shared with sponsors of CodeLaunch and/or other Parties who may use it to market their products or services to CodeLaunch applicants.
12. 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.
13. 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.
14. 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.
15. 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.
16. Any notice or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if personally delivered, mailed via electronic mail, or forty-eight (48) hours after being placed in the United States mail, registered or certified; postage prepaid, addressed to the Party to whom it is directed at the address set forth above. Either of the Parties shall be entitled to specify a different address by giving the other Party notice as aforesaid.
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 paragraph "9," shall terminate one year from the Effective Date of this Agreement, and such termination shall not require any prior notice by either Party.