

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("**Agreement**") is entered into by and between Mardale Company, LLC d/b/a FindYouJobs ("**FindYouJobs**"), and [Client Name] ("**Company**"), and is effective as of the date on the signature page hereto (the "**Effective Date**"). Company and FindYouJobs are each referred to individually as a "**Party**" and collectively as the "**Parties**". The Parties agree as follows:

1. **Authorized Purpose.** The Parties wish to explore a potential business relationship in connection with FindYouJobs' technology and related services, including through technology demonstrations, workshops, and similar presentations conducted by FindYouJobs, during which Company may evaluate, test, and provide feedback on FindYouJobs' technology (collectively, the "**Authorized Purpose**"). For the avoidance of doubt, the Authorized Purpose is limited to evaluation and demonstration activities; any further collaboration, development, or licensing arrangement between the Parties will require a separate written agreement.

2. **Definitions.**

A. "**Affiliate**" means an entity controlled by, controlling, or under common control with a Party.

B. "**Confidential Information**" means all non-public, confidential, or proprietary information disclosed by either Party ("**Discloser**") or its Affiliates to the other Party ("**Recipient**"), its Affiliates, or their respective Representatives; in each case whether disclosed directly or indirectly, before or after the Effective Date, in writing, orally, or by inspection of physical places, documents, or objects. "Confidential Information" includes: (1) any non-public financial, research, marketing, and customer information, and any non-public information regarding Discloser's current or planned products and services; (2) any information identified as "confidential" at the time of disclosure or after disclosure; (3) any information disclosed under circumstances that reasonably suggest it is confidential; and (4) the terms of this Agreement and the existence or content of any discussions between the Parties. "Confidential Information" does not include information that Recipient can demonstrate: (a) was publicly known prior to the time of disclosure; (b) became publicly known after disclosure to Recipient by Discloser through no action or inaction of Recipient; (c) was in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser; (d) was independently developed by Recipient without use of or reference to any Confidential Information of Discloser; or (e) was received by Recipient from a third party that was not, to Recipient's knowledge, bound by any obligation of confidentiality to Discloser with respect to such information.

C. "**Representative**" means any employee, independent contractor, director, officer, attorney, accountant, financial advisor, or agent of Recipient or any of its Affiliates.

3. **Non-Use and Non-Disclosure.** Recipient will: (A) protect the secrecy of the Confidential Information with at least the same degree of care that Recipient uses to protect its own highly confidential information, but in no event less than a reasonable degree of care; (B) not use any Confidential Information for any purpose other than the Authorized Purpose; (C) not disclose any Confidential Information to third parties or any Representatives, except to those Representatives who have a need to know the Confidential Information for the Authorized Purpose, and who are bound by obligations to protect the Confidential Information consistent with this Agreement; (D) not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody any Confidential Information; (E) not make any copies of Confidential Information unless approved in writing by Discloser; (F) not remove any notices of proprietary rights or confidentiality on any approved copies; and (G) immediately notify Discloser if Recipient becomes aware of any unauthorized use or disclosure of the Confidential Information. Recipient will be responsible for unauthorized use or disclosure of the Confidential Information caused by any of its Representatives.

4. **Compelled Disclosure.** This Agreement does not prohibit disclosure of Confidential Information if such disclosure is required by law, regulation, or the valid order of a court or other governmental authority, including any disclosure required under applicable public records, freedom of information, or open-records laws. Before making any such disclosure, Recipient will: (A) give Discloser prompt written notice of such requirement (to the extent legally permitted) so Discloser may seek a protective order or other remedy; (B) reasonably cooperate

with Discloser to oppose the disclosure and/or obtain a protective order or other remedy; and (C) not disclose any Confidential Information beyond what is legally required.

5. **No Obligation.** Neither Party is obligated to proceed with any business transaction, and either Party may terminate the discussions between the Parties regarding the Authorized Purpose.

6. **No License; Ownership of Technology.** Discloser retains all right, title, and interest in and to its Confidential Information and all intellectual property rights therein. Each Party retains all right, title, and interest in and to its pre-existing technology, products, services, methodologies, tools, know-how, and intellectual property (collectively, **"Pre-Existing IP"**). Nothing in this Agreement should be construed to grant any license or other rights to Recipient under Discloser's intellectual property rights, except as expressly stated in this Agreement. For the avoidance of doubt, any improvements, modifications, enhancements, or derivative works that a Party creates using its own Pre-Existing IP, even if informed by or incorporating Feedback (as defined below), will be solely owned by that Party.

7. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." DISCLOSER MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OF THE CONFIDENTIAL INFORMATION.

8. **Term.** The term of this Agreement starts on the Effective Date and continues for two years (the **"Term"**). Either Party may terminate this Agreement for convenience upon notice to the other Party. Sections 3 (Non-Use and Non-Disclosure) and 4 (Compelled Disclosure) will survive termination or expiration of this Agreement for five years after disclosure or, with respect to trade secrets, for as long as the Confidential Information constitutes a trade secret under applicable law. The remainder of this Agreement will survive termination or expiration indefinitely.

9. **Return of Materials.** Upon Discloser's request during the Term, and upon termination or expiration of this Agreement, Recipient will promptly: (A) deliver to Discloser all of Discloser's Confidential Information, without retaining any copies; (B) destroy analyses, studies, and other documents prepared based on the Confidential Information, without retaining copies; and (C) certify to Discloser in writing that Recipient has complied with this Section. Notwithstanding the foregoing, Recipient may retain copies of Discloser's Confidential Information as part of its routine information technology backup procedures, provided that such copies are subject to the same obligations of confidentiality and restricted use as set forth in this Agreement. Recipient shall promptly delete or destroy such copies upon Discloser's request or when they are no longer needed for backup purposes.

10. **Remedies.** Any breach or threatened breach of this Agreement would cause irreparable harm to Discloser and, in addition to any other remedies at law or in equity that Discloser may have, Discloser may seek equitable relief (including injunctive relief and specific performance) without posting a bond or other security. The prevailing Party in any action to enforce this Agreement will be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such enforcement, in addition to any other remedies available.

11. **Indemnification.** Each Party, in its capacity as Recipient, will indemnify the other Party as Discloser from and pay all damages, costs, and attorneys' fees arising out of or based on such Recipient's breach of this Agreement and any unauthorized use or disclosure of the Confidential Information by such Recipient or any of its Representatives.

12. **Feedback.** If either Party (in its capacity as Recipient) gives the other Party (as Discloser) any feedback, comments, suggestions, ideas, feature requests, error reports, evaluation results, or other input arising from workshops, demonstrations, or other interactions under this Agreement concerning Discloser's Confidential Information or technology (**"Feedback"**), Recipient hereby irrevocably assigns to Discloser all right, title, and interest in and to the Feedback, including all intellectual property rights therein. Recipient will execute such documents and take such actions as Discloser may reasonably request to perfect such assignment. To the extent such assignment is ineffective under applicable law, Recipient hereby grants to Discloser a nonexclusive, perpetual, sublicensable, irrevocable, royalty-free, worldwide license to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, prepare derivative works of, display, perform, and otherwise exploit the Feedback for any purpose without restriction or attribution. Recipient waives any moral rights or similar rights in

and to the Feedback to the fullest extent permitted by applicable law. Feedback is provided voluntarily and without expectation of compensation or consideration of any kind.

13. **No Joint Development; Joint IP.** Nothing in this Agreement will be construed as creating a joint venture, partnership, agency, joint development, or co-ownership arrangement between the Parties. Neither Party will acquire any right, title, or interest in the other Party's intellectual property, technology, or work product by virtue of participating in workshops, demonstrations, evaluations, or any other activities conducted under this Agreement. Each Party acknowledges that any work product, improvements, or inventions created solely by the other Party's personnel, even if inspired by or arising from discussions or activities under this Agreement, will be the sole property of that other Party. To the extent any intellectual property or work product is jointly created by personnel of both Parties in connection with the Authorized Purpose, such jointly created intellectual property will be owned by the Party whose Pre-Existing IP forms the primary basis of such work product. If no Party's Pre-Existing IP forms the primary basis, the Parties will negotiate ownership in good faith and memorialize the agreed terms in a separate written agreement.

14. **Notices.** Any notice required or permitted under this Agreement will be in writing and delivered by email (with confirmation of receipt), by hand, or by nationally recognized overnight courier to the address or email address for the receiving Party set forth on the signature page (or such other address as a Party may designate by notice given in accordance with this Section), and will be deemed given upon confirmed receipt.

15. **Export Control.** Each Party will comply with all applicable export control and economic sanctions laws and regulations, including those of the United States, in connection with any Confidential Information disclosed under this Agreement. Recipient will not export, re-export, or transfer, directly or indirectly, any Confidential Information in violation of such laws, and will not disclose or provide access to any Confidential Information to any individual or entity that is a restricted or prohibited party under such laws, or located in a country subject to comprehensive sanctions, without Discloser's prior written consent and, if required, an appropriate government authorization.

16. **Miscellaneous.** This Agreement will be governed by New York law, without reference to its conflict of laws principles. All claims arising under this Agreement will be litigated exclusively in the federal or state courts of New York. The Parties submit to jurisdiction in those courts. Neither Party may assign this Agreement or delegate its performance without the other Party's prior written consent, and any attempt to do so is void; except either Party may assign this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets to which this Agreement relates. This Agreement will bind and inure to the benefit of the Parties and their successors and assigns. If any provision (or portion of a provision) of this Agreement is invalid, illegal, or unenforceable, the rest of this Agreement will remain in effect. This Agreement constitutes the entire agreement and supersedes any other agreement of the Parties relating to its subject matter. Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. This Agreement may only be amended by a written amendment that: (A) states that it is amending this Agreement; and (B) is signed by both Parties. Any heading, caption, or section title in this Agreement is for convenience only, and does not define or explain any section or provision. Any use of the term "including" (or any variations) should be construed as if followed by "without limitation." This Agreement may be executed in two or more counterparts, each of which is an original, and all of which constitute the same agreement. This Agreement may be executed and delivered by electronic means, including by electronic signature (e.g., DocuSign or similar service) or by delivery of a scanned or photographic copy in PDF or similar format, and any such electronic or scanned signature will be deemed an original signature for all purposes and will have the same legal effect as an original handwritten signature.

[SIGNATURE PAGE FOLLOWS]

The Parties have agreed to this Agreement as of the Effective Date.

**MARDALE COMPANY, LLC D/B/A FINDYOUJOBS**

By:\_\_\_\_\_

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

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

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

**[COMPANY]**

By:\_\_\_\_\_

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

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

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