

NON-DISCLOSURE AGREEMENT

This Agreement is made by and between Square Deal Consulting, LLC ("SDC"), which is located at 111 Leland Trail, Hopatcong, NJ 07843, and the organization and/or individual indicated in the Signature Block below (hereinafter "CLIENT").

CLIENT shall provide the following information (henceforth "CONFIDENTIAL INFORMATION"), which may either be attached directly to this Agreement, or attached as electronic files (Word, PDF, etc.) to an email along with the fully executed Agreement (please provide the requested information or delete the category below if no such information will be supplied. This information will form the basis of any subsequent work agreement.):

- 1) A description of the project(s) to prospectively be completed by SDC upon consideration of the CONFIDENTIAL INFORMATION (provide the name of the service(s) requested from SDC, and a brief description of the task(s) to be completed):
- 2) The following confidential invention reports (provide invention title and CLIENT reference number):
 - a.
- 3) The following confidential patent application(s) and claims (provide the application title(s) and serial number(s)):
 - a.
- 4) The following marketing information (provide a document listing the relevant marketing information available and any marketing efforts (and results) already made regarding the invention(s)):
 - a.
- 5) The following business plan(s) for the invention(s) (provide a non-confidential title of the business plan(s) to be reviewed):
 - a.
- 6) The following unpublished data (provide a description of the data and title of the file containing the data):
 - a.

CLIENT is solely responsible for ensuring that CONFIDENTIAL INFORMATION is transferred to SDC in a confidential manner. SDC cannot and will not be held responsible for any loss of confidentiality resulting from an unsecured transfer from CLIENT to SDC.

Upon receipt of the CONFIDENTIAL INFORMATION, SDC agrees as follows:

1. SDC agrees not to disclose any portion of the CONFIDENTIAL INFORMATION to any third party without prior written permission from the CLIENT, shall use reasonable care to maintain the confidentiality of the CONFIDENTIAL INFORMATION with at least the same degree of care as is exercised in respect of SDC's own confidential information, and shall disclose the CONFIDENTIAL INFORMATION only to those of SDC's employees who have a need to review the CONFIDENTIAL INFORMATION for the purposes specified in paragraph 3 below.
2. The following are excluded from the confidentiality obligation of Paragraph 1:
 - a. Information that was known to SDC about the CONFIDENTIAL INFORMATION prior to disclosure under this Agreement shall not be considered CONFIDENTIAL INFORMATION.
 - b. Information about the CONFIDENTIAL INFORMATION that is or becomes generally available to the public through no fault of SDC shall not be considered CONFIDENTIAL INFORMATION.
 - c. Information about the CONFIDENTIAL INFORMATION that is subsequently made available to SDC from any third party that is not under a confidentiality obligation to the CLIENT shall not be considered CONFIDENTIAL INFORMATION.
3. SDC represents that the purpose of receiving the CONFIDENTIAL INFORMATION is only to assess SDC's ability to accept work related to the CONFIDENTIAL INFORMATION, and to make an initial estimate of the cost to accept any project concerning the CONFIDENTIAL INFORMATION.
4. SDC represents that it shall not use the CONFIDENTIAL INFORMATION to form the basis for filing a patent application or instituting any other proceeding in any patent office or court to pursue ownership of the CONFIDENTIAL INFORMATION.
5. SDC agrees not to use, copy, or disseminate the CONFIDENTIAL INFORMATION except for the purposes, and under the specific circumstances, stated in this Agreement.
6. If CLIENT wishes to disclose information to SDC that is not listed above as CONFIDENTIAL INFORMATION at any time following the execution of this Agreement, CLIENT and SDC may amend this Agreement to specifically recite the new information as CONFIDENTIAL INFORMATION.
7. Notwithstanding the foregoing, the U.S. Defend Trade Secrets Act of 2016 ("DTSA") provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (iii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, DTSA provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document

containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

8. This Agreement does not represent, induce, or require an agreement by SDC to accept work related to the CONFIDENTIAL INFORMATION. Prior to acceptance of any work by SDC, a separate agreement outlining the terms and conditions for the work must be executed.
9. This Agreement does not preclude CLIENT from entering into any other agreement(s) with third parties concerning the CONFIDENTIAL INFORMATION.
10. This Agreement does not preclude SDC from entering into any other agreement(s) with third parties concerning information other than CONFIDENTIAL INFORMATION.
11. The term of this Agreement shall not be extended for any reason. SDC's obligations under this Agreement shall remain in effect for three (3) years from the date specified below unless CLIENT indicates in writing that the Agreement shall be terminated by an earlier date. Upon termination or expiration of this Agreement, SDC shall promptly destroy all CONFIDENTIAL INFORMATION.
12. CLIENT agrees to supply the CONFIDENTIAL INFORMATION no later than five (5) business days following the execution of this Agreement. If SDC does not receive the CONFIDENTIAL INFORMATION prior to five (5) days following the execution of this Agreement, the Agreement will be considered null and void, and SDC shall have no obligation of confidentiality.

SIGNATURE BLOCK:

UNDERSTOOD AND ACCEPTED BY CLIENT:

Company Name: _____

Address: _____

Email: _____

Phone: _____

Authorized Representative (Print): _____

Title/Position: _____

Signature: _____

Date: _____

UNDERSTOOD AND ACCEPTED BY SDC

David Lambertson, Ph.D.
President and CEO
Square Deal Consulting, LLC
111 Leland Trail
Hopatcong, NJ 07843
Email: david@square-deal-consulting.com
Phone: (703) 507-2588

Authorized Representative (Print): _____

Title/Position: _____

Signature: _____

Date: _____