**Nondisclosure of Confidential Information Agreement**

This NON-DISCLOSURE AGREEMENT (“Agreement”) is made on <**INSERT DATE**>, 2024, by **<INSERT COMPANY NAME>** located at <**INSERT ADDRESS>** (“Client”), and **CYBER ADVISORS, LLC** located at 7550 Meridian Circle North #100 Maple Grove, MN 55369 (“CA”). CA and Client may be referred to collectively as “Parties”, or individually as “Party”.

1. Whereas the Parties indicated above desire to explore a possible exchange of certain information (as defined below) relative to a possible business relationship between the parties, the Parties agree as follows:

2. “Information” as used herein shall mean all information identified by the disclosing party as confidential or proprietary, which information is not in the receiving Party’s possession without covenant of secrecy before disclosure or which is not in the public domain. Such information shall specifically include, among other things, data, business and financial statements, lists of present and prospective customers, computer programs, software, and documentation, including without limitation written or printed documents and computer disks or tapes whether machine or user readable and samples, models or other physical embodiments of the Information.

3. The Parties acknowledge that the Information considered as part of this agreement and related documentation constitutes confidential or proprietary Information that are the property of the disclosing Party. Each Party shall comply with all relevant confidential information protection laws and exercise all precautions commensurate with the highest reasonable standards of industrial security for the protection of the Information to insure that such Information is kept secret.

4. Neither Party has an obligation under this Agreement to purchase any service or item from the other Party, nor has any Party any obligation to offer for sale products using or incorporating Information.

5. In consideration of the disclosure of the Information by the disclosing Party, the receiving party agrees to maintain the confidentiality of the Information disclosed and not to use such Information except for the benefit of the disclosing Party. Neither Party will make any solicitation nor offer of employment to employees of the other Party.

6. Recipient agrees not to have a third party analyze, disassemble, or reverse engineer any such Information without prior written approval of the disclosing Party.

7. No Party will reproduce the other Party’s Information nor have said Information reproduced by a third party, and all Parties will return all said Information immediately upon demand.

9. Both Parties agree to restrict the Information to only those employees who have a “need-to-know” and to take appropriate action by instruction, agreement or notice to those employees who receive said Information of its confidential or proprietary nature.

10. The Party to whom the disclosing Party’s information is disclosed acquires no intellectual property rights, licenses or ownership under this Agreement, or rights to use Information disclosed under this Agreement, except the limited right to use the Information for the purpose set out in paragraph 1 above.

11. Each Party agrees not to make use of Information except as provided herein for so long as such Information remains confidential or proprietary as a matter of fact, without first obtaining from the disclosing Party a written license or similar approval for such other use, or in any event for a period of one year, whichever is longer.

12. Any invention by a Party who receives information from a disclosing Party shall be property of the disclosing Party.

13. Subject to the limitations set forth in this Agreement, this Agreement inures to the benefit of and be binding upon the Parties, their successors and assigns.

14. If any provisions of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. All obligations created by this Agreement shall survive change or termination of the parties’ business relationship.

16. All additions or modifications to this Agreement must be made in writing and must be executed by both parties.

17. Receiving Party acknowledges and agrees that due to the unique nature of the disclosing Party's Information, there may be no adequate remedy at law for any breach of this agreement. Upon any such breach, disclosing Party shall be entitled to seek appropriate equitable relief, including but not limited to injunction in addition to whatever remedies it may have at law. Such remedy

shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available. Receiving Party agrees to notify disclosing Party promptly upon learning of the occurrence of and unauthorized disclosure of Information or other breach of this Agreement. Receiving Party will assist disclosing Party in remedying any unauthorized use or disclosure of Information.

18. Disclosing Party represents and warrants to receiving Party that it has sufficient right, title and interest in and to the Information to enter into this Agreement, to disclose the Information to receiving Party, to modify and copy the Information, and to authorize and allow receiving Party to copy the Information. Disclosing Party hereby agrees to indemnify, defend and hold harmless receiving Party from any and all damages, costs, claims and expenses incurred in connection with any claim that disclosing Party does not have the rights set forth in this Paragraph 17, or that the access, use, or reproduction of the Information for the purpose set out in paragraph 1 above infringes a patent or copyright or violates a third party's trade secret rights.

19. This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire Agreement. All additions or modification of this Agreement must be made in writing and signed by both Parties. All fully executed copies of this Agreement shall be deemed originals.

20. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

21. This Agreement shall be governed by the laws of the State of Minnesota, without regard to conflicts of law provisions. The Parties hereby submit to the exclusive jurisdiction of the United States District Court for the District of Minnesota. The furnishing of Information under this Agreement shall not obligate either Party to enter into any further agreement or negotiation with the other Party.

22. Counsel for both Parties participated in negotiating and drafting this Agreement. The terms of this Agreement should not be construed either for or against either Party based solely on the authorship of any particular term or provision.

23. No waiver of any term, provision, or condition of the Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be construed as a further or continuing waiver of any such term, provision, or condition of the Agreement. No failure to enforce any provision shall operate as a waiver of such provision or of any other provision.

24. In any litigation, arbitration, or other proceeding by which a Party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

Title in and to Information disclosed pursuant to this agreement remains with the disclosing Party.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year written above. This agreement is valid only upon signature of a CA Officer.

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| Cyber Advisors, LLCBy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Authorized SignatureDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Client: <**Company Name**>By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Authorized SignatureDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |