

CONFIDENTIALITY AND MUTUAL NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into on the February 7, 2022 (“Effective Date”), by and between Buyer, Inc. (“Buyer”), with a place of business at 1234 Main, Dallas Texas 75225, for itself and its subsidiaries and affiliates and Billy Baggins (“Seller”), with a place of business at , Texas 75201 .

WHEREAS, the parties may exchange Confidential Information (defined below) in connection with Buyer’s review and analysis of addressIQ Shopify app (“Purpose”).

NOW THEREFORE, in consideration for the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. For the purposes of this Agreement, all non-public information (whether orally disclosed, provided electronically, or provided in tangible form and whether provided prior to or after the Effective Date) disclosed by or on behalf of one party (“Disclosing Party”) to the other party (“Recipient”) or the other party’s advisors regarding the Disclosing Party’s business dealings, customers, operations, affairs, or products, shall be “Confidential Information.” Confidential Information shall also include, but not be limited to, the following information that may be exchanged: corporate information (including, but not limited to, contractual arrangements, plans, strategies, tactics, policies, and resolutions); marketing information (including, but not limited to, sales or product plans), strategies, tactics, and methods; employment and compensation information; financial reports or other information (including, but not limited to, cost and performance data, balance sheets, income statements, cash flow statements, statements of shareholder equity, debt arrangements, equity structure, accounts receivable reports and aging, accounts payable reports, and asset holdings); operational information (including, but not limited to, information related to intellectual property, patents, trademarks or copyright, trade secrets, methods, know-how, and other proprietary information); and any discussions, summaries, analyses, studies, compilations or other documents or memorializations of, or relating to, the Confidential Information regardless of who creates the same.

2. Recipient acknowledges that the Disclosing Party considers the Confidential Information to be extremely confidential and/or subject to trade secret protection. Recipient agrees that it is granted no right or license, either express or implied, to use, other than as stated above, or redistribute any of the Confidential Information (except for limited distribution as set forth in Section 3 below). Recipient also agrees that it disclaims all rights to all inventions, improvements, copyrightable works, designs, and derivatives related to the Confidential Information of the Disclosing Party, and, Recipient further disclaims the rights to market, license, and otherwise use the Confidential Information, and any such inventions, improvements, and copyrightable works.

3. Recipient agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, Recipient also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the providing Disclosing Party in furtherance of the contemplated transaction(s); (c) not to use any Confidential Information for any purpose other than the Purpose as stated above; (d) to restrict access to Confidential Information to those of its legal or financial advisors, officers, directors, and employees who have a need to know solely in connection with the Purpose, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law, rule, or custom; and (e) to exercise at least

the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

4. The provisions of this Agreement shall not apply to such parts of the Confidential Information that: (a) are in the public domain at the time it was disclosed; (b) has been independently developed by Recipient without violation of this Agreement; (c) are disclosed by Recipient with the prior written consent of the Disclosing Party; (d) becomes known to Recipient from a source other than the Disclosing Party, provided any such source is legally entitled to have and to disclose such information without restriction; or (e) are required to be disclosed by law, rule, regulation, or court order.

5. Each party acknowledges that all copies (including electronic copies) of the Confidential Information received by it are the property of the Disclosing Party. Recipient shall return, or destroy, at the prior written election of the Disclosing Party, any such Confidential Information immediately upon written request by the Disclosing Party, provided that if applicable law, regulation or Recipient's normal customary document retention policies require keeping of Confidential Information, Recipient agrees that, notwithstanding any expiration of this Agreement, it will protect such Confidential Information in accordance with the terms of this Agreement.

6. Each party recognizes that the other (including certain of its corporate affiliates) may be engaged in the research, development, production, marketing, licensing and/or sale of similar services or products to those being considered under this Agreement. Such services or products may be competitive with those of the other and may display the same or similar functionality. Nothing in this Agreement shall be construed to prevent either party from engaging independently in such activities, provided it does not utilize the Confidential Information of the other in order to do so.

7. Neither party may assign its rights and obligations under this Agreement. This Agreement and each party's rights and obligations hereunder shall be binding upon and inure to the benefit of the permitted assigns and successors of the parties.

8. If Recipient is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waive for that instance the provisions of this Agreement.

9. The parties agree that any breach, or threatened breach, of this Agreement by Recipient will cause damages to the Disclosing Party that are difficult to ascertain or measure and that the Disclosing Party shall be entitled to seek injunctive relief, without need of posting bond, to prevent such breach or threatened breach in addition to, and without waiving, any remedies otherwise available to the Disclosing Party at law or in equity.

10. All Confidential Information is disclosed "as is" and without warranty of any kind, implied or express, including, warranties of fitness for purpose, merchantability and performance.

11. The term of this Agreement shall be a period of 3 years following the effective date of this Agreement. Notwithstanding the expiration or termination of this Agreement, all Confidential Information shall be protected by Recipient in accordance with the terms and conditions of this Agreement for a period of 3 years following such expiration or termination, except for Confidential Information which is deemed to be a trade secret by the Disclosing Party which will be protected by Recipient in perpetuity.

12. No failure or delay by either party in exercising any right under this Agreement will operate as a waiver of such right or any other right under this Agreement.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding that body of law applicable to conflicts of law. If any provision of this Agreement is for any reason found by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

14. This Agreement constitutes the entire understanding of the parties with respect to the Confidential Information, and shall not be amended or modified except by written instrument duly executed by each of the parties hereto. Any and all previous agreements and understandings between the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement as of the Effective Date.

BUYER:

By: 

Name: Buyer, Inc.

Title: Vice President

SELLER:

By: 

Name:

Title:

TITLE	All have entered MNDA info. Please sign
FILE NAME	2.docx
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COMPLETED

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