

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this "**Agreement**") is made as of the 1st day of January, 2021 by and between No Name, Inc., a Delaware corporation ("**Framework**") and Fake Company, LLC, a Texas limited liability company. Each also shall be referred to herein as a "**Party**," and collectively as the "**Parties**."

BACKGROUND

In connection with a possible transaction between the Parties or certain affiliates thereof regarding software development services (a "**Proposed Transaction**"), each Party is prepared to make available certain information concerning the business, financial condition, operations and assets regarding itself and or of investment opportunities to the other Party. As a condition to being furnished such Confidential Information (as hereinafter defined), each Party and its respective directors, officers, members, managers, employees, affiliates, agents and advisors (collectively, referred to herein as that Party's "**Representatives**") agree to treat such information in accordance with the provisions of this Agreement and to take or abstain from taking certain actions hereinafter set forth.

In consideration of the mutual agreements, promises and undertakings set forth in this Agreement, and intending to be bound by this Agreement, the Parties agree as follows:

AGREEMENT

1. **Confidential Information.**

(a) "**Confidential Information**" is all information or data, regardless of form or media, that is disclosed to one Party (the "**Receiving Party**") by or on behalf of the other Party (the "**Disclosing Party**"), whether before or after the date of this Agreement, as well as all information and data generated by the Receiving Party or its Representatives that contains, reflects or is derived from the furnished information or data, including, without limitation, technical or non-technical information, patents, copyrights, trade secrets, proprietary information, methods, ideas, concepts, designs, inventions, know-how, processes, computer or software programs, software source documents, source codes, object codes, schematics, formulae related to the current, future and proposed products and services of the Disclosing Party, research, experimental work, development, design details and specifications, samples, models, engineering data, financial records, accounting records, financial statements, forecasts, projections, budgets, plans (whether business, strategic, marketing or other), client or customer lists, prospective client or customer lists, sales data, sales analysis, equipment and other assets, prices, cost or profit figures, sources of supplies, pricing methods, personnel, marketing research, and business relationships or details of a Proposed Transaction, any terms of the history and status of any loans and any terms of a negotiated purchase price, in each case whether or not marked "Confidential" or "Proprietary."

(b) The confidentiality and nondisclosure obligations of this Agreement with respect to any portion of the Confidential Information shall terminate when the Receiving Party can document that the Confidential Information:

(i) was in the public domain at the same time it was communicated to the Receiving Party by the Disclosing Party;

(ii) entered the public domain subsequent to the time it was communicated to the Receiving Party by the Disclosing Party through no fault of the Receiving Party (including any violation of this Agreement);

(iii) was in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party by the Disclosing Party;

(iv) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was communicated to the Receiving Party by the Disclosing Party;

(v) was developed by Representatives of the Receiving Party independently of and without any reference to any information communicated to the Receiving Party by the Disclosing Party; or

(vi) was communicated in response to a valid subpoena or order by a court or by a governmental body, provided that the Party receiving such valid subpoena or order by a court or other governmental body complies with the provisions of Section 3 below.

2. **Confidentiality.** Each Party hereby agrees that such Party and such Party's Representatives will use the Confidential Information solely for the purpose of evaluating a Proposed Transaction, that the Confidential Information will be kept strictly confidential, and that such Party and such Party's Representatives will not disclose, divulge or communicate any of the Confidential Information to any person, firm or entity, in any manner whatsoever. Each Party agrees that such Party and such Party's representatives will not take actions to alter, reverse-engineer, disassemble, decompile, or discover the equivalent of any patents, copyright, trademark, and other proprietary information or data included within the definition of Confidential Information. Each Party agrees to transmit the Confidential Information only to such of its Representatives (a) who need to know the Confidential Information to assist in evaluating a Proposed Transaction, (b) who are informed of the terms of this Agreement and (c) who agree to be bound by the terms hereof as if a party hereto. In any event, each Party shall be liable for disclosure of any Confidential Information in violation of this Agreement. In addition, each Party agrees that, without the prior written consent of the other Party, that such Party and such Party's Representatives will not disclose to any other person the fact that the Confidential Information has been made available to such Party and/or its Representatives, that discussions or negotiations are taking place concerning a Proposed Transaction, or any of the terms, conditions or other facts with respect thereto.

3. **Certain Disclosures.** In the event that any Party, or anyone to whom its supplies the Confidential Information, receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena or order issued by a court or by a governmental body, such Party agrees (a) to notify the Disclosing Party immediately of the existence, terms, and circumstances surrounding such request, (b) to consult with the Disclosing Party on the advisability of taking legal available steps to resist or narrow such request, and (c) if disclosure of such Confidential Information is required to prevent the Receiving Party from being held in contempt or

subject to other penalty, to furnish only such portion of the Confidential Information as, in the opinion of counsel to the Receiving Party, it is legally compelled to disclose and to exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information.

4. **Ownership and Return of Confidential Information.** Each Party agrees that the Confidential Information is and will remain the property of the Disclosing Party, and, immediately upon request by the Disclosing Party, Confidential Information and all copies thereof, in any tangible form or media (including, without limitation, any reports, memoranda or other materials prepared by or at the discretion of the Receiving Party), will be either destroyed or returned to the Disclosing Party. Furthermore, the Receiving Party agrees to permanently erase or delete any Confidential Information stored electronically, magnetically or otherwise on machines or devices, immediately upon request by the Disclosing Party. Nothing in this Agreement shall be construed to grant to the Receiving Party any license or other rights in or to the Disclosing Party's Confidential Information. Both Parties may keep one copy of any documents for its confidential legal file.

5. **No Representations or Warranties.** Each Party acknowledges that the other Party makes no express or implied representations or warranties and shall have no liability with respect to the reliability, accuracy or completeness of the information contained in the Confidential Information. Any representations and warranties shall be limited to those representations and warranties set forth in definitive agreement(s) between the Parties. Except as provided in a definitive agreement, each Party agrees that the Disclosing Party and its Representatives or affiliates shall not have any liability to the Receiving Party or the Receiving Party's Representatives arising from the Confidential Information.

6. **Remedies.** Each Party acknowledges and recognizes that a violation by it or its Representatives of this Agreement will cause irreparable damage to the other Party and that the other Party will have no adequate remedy at law for such violation. In the event of any actual or threatened violation of any term or provision of this Agreement, each Party acknowledges and agrees that the non-breaching Party may commence proceedings in any court of competent jurisdiction for, and will be entitled to obtain, preliminary and permanent injunctive relief or other appropriate equitable remedies.

7. **No Waiver.** The failure to enforce at any time any of the provisions of this Agreement or to require at any time performance by any Party of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement, or any part hereof, or the right of any Party thereafter to enforce each and every such provision in accordance with the terms of this Agreement.

8. **No Assignment.** This Agreement may not be assigned by either Party, in whole or in part, without the prior written consent of the other Party.

9. **Governing Law.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Texas without regard to conflicts of law provisions.

10. **Counterparts.** This Agreement may be executed in any number of multiple counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Each such counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile transmission of any signed original document or retransmission of any signed facsimile transmission will be deemed the same as delivery of an

original. At the request of any Party, the Parties will confirm facsimile or email transmission by signing a duplicate original document.

11. **Severability.** If any provision of this Agreement is inconsistent or contrary to any applicable law, rule or regulation, then said provision shall be deemed to be modified to the extent required to comply with said law, rule or regulation and as so modified, said provision and this Agreement shall continue in full force and effect.

12. **No Modification.** No change, modification or alteration of this Agreement shall be valid unless the same is specified in writing and signed by all Parties hereto.

13. **Construction.** Notwithstanding any provision in this Agreement to the contrary, the Parties agree that this Agreement shall be interpreted without giving effect to any principle of construction that would otherwise require this Agreement to be construed against a Party that drafted it solely because such Party drafted this Agreement.

14. **Attorney's Fees.** In any action or proceeding arising out of or in connection with this Agreement, the prevailing party will be entitled to recover all reasonable costs and attorney's fees, with or without suit and on appeal.

15. **Entire Agreement.** This Agreement is the final agreement with respect to the subject matter hereof.

16. **Notices.** Any notice under this Agreement will be in writing and will be deemed to have been duly given when delivered (i) personally, (ii) to the email address listed on the signature page of an intended Party, or (iii) three (3) days after such notice is deposited in the United States mail, registered, postage prepaid, and addressed to the intended Party at such Party's address listed on the signature page.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Non-Disclosure Agreement effective as of the date first written above.

No Name, Inc.

By: _____

Name:

Title:

Address:

Email:

Fake Company, LLC

By: _____

Name: _____

Title: _____

Address: _____

Email: _____