



NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into this on 21th May 2020, (the "Effective Date") by and between Colossal Media Group and TouchNote of Ground & Basement Floors, 17-18 Clere Street, London, EC2A 4LJ, United Kingdom.

WHEREAS, each party possesses certain Confidential Information (as defined herein) and desires to disclose such Confidential Information to the other party for the purpose of exploring a business relationship regarding the marketing, sales and delivery of Professional Engineering Services and products for electronic and photonic business communications infrastructure (the "Purpose"); and

WHEREAS, the parties desire that the following terms and conditions shall apply when a party (the "Disclosing Party") discloses Confidential Information to the other party (the "Receiving Party").

NOW, THEREFORE, in consideration for the mutual promises contained herein, the parties, intending to be legally bound, agree as follows:

1. **Confidential Information.** "Confidential Information" means (i) any information, whether in written, oral or other form, relating to any aspect of the business and operations of Disclosing Party which is not known or generally available from sources outside Disclosing Party, or typical of industry practice, including without limitation, software, technology, computer programs, source code, customer and prospect lists, supplier lists, records, financial information, budgets, marketing plans, business plans, ideas, discoveries, inventions, concepts, technical information, know-how, processes and specifications regarding Disclosing Party's business or products, and (ii) the terms, provisions and conditions of this Agreement and the negotiations in pursuance thereof. Disclosing Party's failure to mark any Confidential Information as confidential, proprietary or otherwise shall not affect its status as Confidential Information hereunder.

2. **Obligations.**

(a) Receiving Party shall agree that: (i) it will treat all Confidential Information of Disclosing Party with the same degree of care as Receiving Party accords to its own Confidential Information, but in no case less than reasonable care, and (ii) that it will use Disclosing Party's Confidential Information solely in connection with and for the furtherance of the Purpose or as otherwise provided herein. Receiving Party agrees to segregate all such

Confidential Information from the confidential materials of others in order to prevent commingling.

(b) Receiving Party may disclose Confidential Information to (i) its employees solely on a need to know basis, and (ii) any other party with Disclosing Party's written consent, which may be withheld at the sole discretion of Disclosing Party. Before disclosure to any of the above parties, Receiving Party shall execute a written agreement with such party sufficient to require that such party treat the Confidential Information in accordance with the terms and conditions of this Agreement. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of the Confidential Information or any other breach of this Agreement by Receiving Party and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use.

(c) Receiving Party shall not reverse engineer, decompile or disassemble any materials, software, hardware or other intellectual property disclosed by Disclosing Party to Receiving Party.

(d) Upon termination of this Agreement or upon request by Disclosing Party, Receiving Party shall return all Confidential Information of Disclosing Party and any and all copies thereof.

3. **Exceptions to Obligations.** Receiving Party shall have no obligation with respect to Confidential Information that (i) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (ii) is or subsequently becomes generally available to the public without Receiving Party's breach of any obligation owed to Disclosing Party; (iii) is obtained by Receiving Party from a third party having a right to disclose such information; (iv) is independently developed by Receiving Party; or (v) except as limited below, is required by law, governmental order or decree to be disclosed by Receiving Party. If Receiving Party is required to disclose any Confidential Information of Disclosing Party by a court order or other specific governmental action, Receiving Party may comply with such disclosure requirement, unless Disclosing Party, at its own expense, is successful in having the effect of such requirement stayed pending an appeal or further review thereof, or revised, rescinded or otherwise nullified. In all events, Receiving Party agrees to notify Disclosing Party promptly if at any time a request or demand of any kind is made to Receiving Party to disclose any Confidential Information of Disclosing Party. Disclosing Party shall have the right, at its cost, to intervene in any proceeding in which Receiving Party is being asked to disclose any of Disclosing Party's Confidential Information.

4. **Term.** This Agreement is effective commencing on the Effective Date and shall terminate on the earlier of (i) the date on which the parties execute a superceding business agreement, or (ii) the fifth anniversary of the

Effective Date. Receiving Party's duty to protect the Confidential Information of Disclosing Party shall expire five (5) years after the Effective Date.

5. **Disclaimer.** THE CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. IN NO EVENT SHALL DISCLOSING PARTY BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE USE OF THE CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS AGREEMENT.

6. **Injunctive Relief.** Each party acknowledges that the unauthorized use of Disclosing Party's Confidential Information by Receiving Party would cause irreparable harm and significant injury to Disclosing Party. Accordingly, Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of the Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

7. **Non-Solicitation.** Each party agrees that neither of them will either on their own account or in partnership or association with any person, firm, company or organisation or otherwise and whether directly or indirectly, for a period of 12 months from the date of this agreement solicit or entice away or attempt to solicit or entice away (or authorise the taking of any such action by any other person) any personnel of the other party.

8. **Miscellaneous.**

(a) All Confidential Information shall remain the property of Disclosing Party. By disclosing the Confidential Information to Receiving Party under the terms and conditions of this Agreement, Disclosing Party does not grant any express or implied right or license to Receiving Party to or in Disclosing Party's patents, copyrights, trademarks, trade secrets or Confidential Information, or in any modification, derivation, enhancement or improvement thereof.

(b) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(c) If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.

(d) This Agreement shall be construed and controlled by the laws of the United Kingdom, without regard to conflict of law principles, and both parties further consent to the exclusive jurisdiction of the courts sitting in the United Kingdom for the resolution of any dispute to this Agreement.

(e) Neither party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(f) If any provision 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.

(g) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

(h) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement, which may be executed in counterparts, as of the date first written above.



By: **Dan Ziv**

Date: _____

Title: **CEO, TouchNote**



By: Jim Fitzgerald

Date: 11/19/20

Title: Director of Client Partnerships