CONFIDENTIALITY AGREEMENT

Veteran Sourcing, having an address at 1910 Madison Ave #2321, Memphis, TN 38104 and ▢▢▢▢▢▢▢, having an address at ▢▢▢▢▢▢▢; ("Company") wish to discuss the project described in Attachment A (the "Project"). In doing so, Newco may share Confidential Information (as defined in Section 1 below) with Company, or Company may obtain Confidential Information from others at the direction of Newco. In consideration of Newco's agreement to share Confidential Information with the Company, Company agrees to protect the Confidential Information it receives using the reasonable measures described in this Agreement.

1.   **WHAT IS CONFIDENTIAL INFORMATION?** Company will treat as confidential any information described in Attachment A together with any confidential, proprietary, trade secret or other non-public information, materials, or samples that it obtains, sees, hears, reads, or otherwise learns in connection with the Project that relate to NEWCO ("Confidential Information" or "CI").

2.   **WHAT IS NOT CONFIDENTIAL INFORMATION?** Information is not CI if it: (a) is or becomes publicly known through no breach of the Agreement; (b) is known to Company prior to Newco sharing it, as documented by Company's business records; (c) is disclosed to Company by a third party having no confidentiality obligation to Newco as documented by Company's or third party's business records; or (d) is independently developed by Company without using CI, as documented by Company's business records. Newco has no obligation to treat any information provided by Company as confidential under this Agreement.

3.   **WHEN MAY COMPANY OBTAIN CONFIDENTIAL INFORMATION?** Company may obtain CI starting on the date listed on Attachment A as the "Beginning CI Sharing Date"; and ending one year after that or at the end of the Project, whichever is later. Newco will share CI at its discretion and is not required to share any information under this Agreement. Company will not acquire any rights to CI.

4.   **HOW WILL COMPANY PROTECT CONFIDENTIAL INFORMATION?** Company will act in good faith to protect the confidentiality of CI. This commitment means that: (a) Company will not disclose CI except as permitted by Sections 5 and 6 below or with Newco's prior written approval; (b) Company will use CI only as needed in connection with the Project; and (c) Company will take all reasonable measures to guard against inadvertent disclosure of CI.

5. **WHO MAY HAVE ACCESS TO CONFIDENTIAL INFORMATION?** Company will allow access to CI only to: (a) its employees and its Affiliates' employees who need access to the CI in order to perform the Project; (B) its lawyers, accountants and auditors; and (c) its agents and subcontractors who (I) need access to the CI to perform the Project (ii) have been pre-approved by Newco to work on the Project, and (iii) have signed confidentiality agreements reasonably acceptable to Newco.

6. **WHEN MAY COMPANY DISCLOSE CONFIDENTIAL INFORMATION TO OTHERS?** If Company is required by law or court or government order to disclose CI, Company must notify Newco as soon as possible (unless Company is legally prohibited from doing so) and may disclose such CI only to the limited extent required to comply with the law or order. The CI remains CI and otherwise fully protected under this Agreement. If Company intends to disclose CI based on requirement of law without a court or government order, it must notify Newco so the Newco may, if it objects, seek a protective order.

7. **HOW LONG MUST COMPANY PROTECT CONFIDENTIAL INFORMATION?** Company must protect CI until five years after the beginning CI Sharing Date or if the Project last more than one year, five years after the end of the Project. In addition, CI identified by Newco in writing as a trade secret and which meets legal requirements to be a trade secret, shall be kept confidential forever, or at least as long as the CI remains a trade secret.

8. **WHAT HAPPENS TO CONFIDENTIAL INFORMATION WHEN THE PROJECT ENDS?** If requested by Newco, Company will take all reasonable measures to remove CI from its files (including electronic) and delete, destroy, or return it at Newco's option, taking into account what is reasonably practical under the circumstances. Company may keep one copy of documents containing CI secured in its legal files. The parties will consult in good faith to agree on any appropriate alternative procedures as needed.

9. **HOW WILL THIS AGREEMENT BE INTERPRETED OR CHANGED?** The laws applying to contracts made and fully performed at Newco's location noted above will govern this Agreement, and disputes relating to the Agreement or its formation will be resolved in the courts having jurisdiction closest to Newco's location noted above (except that injunctions may be sought in any appropriated jurisdiction to prevent actual or potential violations of this Agreement). In addition, the parties intend that this Agreement be interpreted in light of basic principles of good faith, common sense business practices, and the importance of the CI. This document contains the parties' entire agreement regarding CI in connection with the Project. Company will be in breach of the Agreement if it discloses CI to another person or entity that uses or discloses such CI (directly or indirectly through others) in breach of Company's obligations in the Agreement. To the extent Newco provides CI belonging to one or more of its Affiliates, or third party, such entity or person is a third party beneficiary of this Agreement. However, no third party beneficiary's consent is required to change or terminate this Agreement. Any changes to this Agreement require another document signed by both parties.

Our authorized representatives execute this document by signing below. We may sign separate copies.

Veteran Sourcing, LLC

(Company)

By _____   By _____

Print Name _____   Print Name   _____

Title _____   Title _____

Date _____   Date _____

Project Description:

Information expected to be shared:

Any information shared with regards to the project as listed above.

Beginning CI Sharing Date:

Is the existence of this Agreement confidential?   Yes <u>X</u>   No ___

Is the Project confidential?   Yes <u>X</u>   No ___