

TAG MUTUAL NONDISCLOSURE AGREEMENT T-12 (4/14/2020)

This Agreement (“Agreement”) is entered into on _____ (date) between **Technology Acquisition Group**, a New Jersey company having a place of business at Park 80 West, 250 Pehle Avenue, Saddle Brook, NJ 07663 (“TAG”) and the organization which will submit a response to TAG’s Request for Proposals (RFP) on behalf its Client for a Laptop technology refresh project (“Bidder.”) TAG has been retained to solicit qualified proposals on behalf of the Client, for the client to review and purchase. The Bidder will be submitting a signed letter separately to TAG indicating its agreement **to all terms in this Agreement**, in advance and as part of the Bidder’s Response and Proposal to fulfill and provide the products and services listed in the Request for Proposals dated 4-20-2020 (“RFP.”) TAG shall also be known in this agreement as the “Disclosing Party.” TAG is under contract with its Client to perform this request for proposals, which includes a confidentiality clause prohibiting TAG from revealing its Client until an acquisition with a selected Bidder has been approved.

1. Definition. The parties have agreed to disclose to each other (whether by or on behalf of such party) certain information, plans, designs, concepts, protocol, and certain other information which may include, but is not limited to, techniques, methods, processes, procedures, “know-how”, trade secrets, materials, prototypes, samples, tangible things, technical, financial or business information, and the terms and conditions of any pending or existing agreements between the parties (“Confidential Information”). For the avoidance of doubt, Confidential Information of the disclosing party shall also include information or material belonging to or disclosed by any of the disclosing party’s Client or Affiliate(s) that the Bidder may obtain knowledge of or access to as a result of the business relationship described in Paragraph 2 below. For the purposes of this Agreement, an “Affiliate” of a party shall mean any company or other business entity controlled by, controlling or under common control with the Client. Confidential Information is any information that is described in this Paragraph that: (i) is marked as confidential at the time of disclosure; or, (ii) is unmarked but treated as confidential at the time of disclosure; or, (iii) is disclosed or observed whether inadvertently or not, whether by direct or indirect oral or written communication or mistake to the Bidder and the Bidder knows or has reason to know such information is confidential, trade secret or proprietary information of the disclosing party.
2. Purpose. The Bidder shall make use of the Confidential Information only for the following purpose: Developing and presenting a proposal for the sale and provision of Laptop Computer systems, associated peripherals and services.
3. Use Restriction and Confidentiality Obligations. With respect to such Confidential Information provided by the disclosing party, the Bidder shall:
 - (a) hold such Confidential Information in confidence and protect it with the same degree of care with which the Bidder protects its own Confidential Information, but in no event less than reasonable care;

- (b) use such Confidential Information only for the purpose(s) described in Paragraph 2 hereof, except as may otherwise be mutually agreed to by the parties hereto in writing in advance of such use;
 - (c) not copy or otherwise duplicate such Confidential Information, or allow anyone else to copy or otherwise duplicate any of such Confidential Information without the disclosing party's prior written approval, except in the normal anticipated use thereof (as set forth in Paragraph 2);
 - (d) restrict disclosure of such Confidential Information solely to those employees, subcontractors, consultants and Affiliates with a need to know (collectively, the "Representatives,") and not disclose it to any other parties;
 - (e) require that all Representatives agree to maintain the confidentiality thereof and otherwise comply with the provisions hereof, by contract, work rules or other appropriate methods;
 - (f) promptly notify the disclosing party in writing in the event that the Bidder or its Representatives becomes legally compelled in a judicial, administrative or governmental proceeding to disclose any of the Confidential Information so that the disclosing party, at its expense, may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement; and
 - (g) promptly advise the disclosing party upon becoming aware of any loss, disclosure, or duplication of the Confidential Information or of any breach of this Agreement, including, without limitation, the misappropriation of the Confidential Information.
 - (h) Exceptions. The Bidder shall not have any obligation to preserve the confidential nature of Confidential Information of the disclosing party which is approved in advance for release by written authorization of an officer of the disclosing party.
4. No License or Purchase Obligation Granted. Nothing contained in this Agreement shall be construed as granting or conferring, whether by sale, license or otherwise, to either party any right, title, interest or reuse in any of the other party's Confidential Information. Consent to and execution of this agreement does not form any obligation by TAG or its Client to purchase any Products or Services from the Bidder.
5. No compensation Assumed. It is understood that the Bidder will not be compensated for either preparation and/or provision of a Response to TAG's Request for a Proposal, execution of this Agreement or any interaction regarding the Request for Proposals.
6. Parties Bound. The provisions hereof shall inure and accrue to the benefit and detriment of, and be binding upon the successors and assigns of the parties hereto provided, however that no disclosure of Confidential Information may be made to any successor or assign of the Bidder without the advance, express written consent of the disclosing party.

7. Governing Law. The terms of this Agreement, as well as the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of New Jersey, USA, excluding applicable conflicts of laws rules. Notwithstanding the preceding sentence, either party may bring an action to enjoin the wrongful disclosure of any of its Confidential Information in the jurisdiction and forum in which the wrongful disclosure has occurred or is anticipated to occur.
8. Equitable Remedy. Both parties acknowledge and agree that the disclosing party may be irreparably harmed by any violation of this Agreement, and that the use of the Confidential Information for any purpose other than that stated herein may, among other things, enable the Bidder or other third parties receiving such Confidential Information to compete unfairly with the disclosing party. Therefore, in the event of a breach or threatened breach, the disclosing party shall be entitled, in addition to all other rights and remedies available at law or in equity, to seek (a) an injunction restraining such breach, without being required to show any actual damage or to post a security or other bond; or (b) a decree for specific performance of the applicable provision of this Agreement.
9. Term and Duration of Confidentiality Obligation. This Agreement is effective on the date of the last signature on the transmittal document to be submitted under separate letter by the Bidder and shall continue for a period of two (2) years. This Agreement may be terminated by either party at any time upon thirty (30) days advance written notice to the other party. Notwithstanding the termination or expiration of this Agreement, the obligations of the receiving party, with respect to the Confidential Information of disclosing party, shall be in full force and effect as follows: (i) in the case of any information or materials that constitute a trade secret within the meaning of applicable law, for as long as such information and materials remain as a trade secret, or (ii) in the case of any other information or materials, for a term of three (3) years from the date of termination or expiration of this Agreement. Neither the expiration nor termination of this Agreement shall terminate the obligations and rights of the parties pursuant to provisions of the Agreement which by their terms are intended to survive or be perpetual or irrevocable. Such provisions shall survive the expiration or termination of this Agreement. After the obligations with respect to an item of Confidential Information terminate, use of that item of Confidential Information shall continue to be governed by applicable law, including without limitation, patent and copyright law.
10. Return of Confidential Information. Upon the termination or expiration of this Agreement or at the written request and instruction of the disclosing party, all Confidential Information furnished hereunder, including any copies thereof, shall, at the disclosing party's instruction, either be returned to the disclosing party or destroyed and a certificate of destruction shall be timely provided by Bidder to disclosing party. Notwithstanding the forgoing, neither party will be obligated to erase Confidential Information contained in an archived computer system backup made in accordance with such party's security and/or disaster recovery procedures, provided that such archived copy will (i) be erased or destroyed in the ordinary course of such party's data processing procedures and (ii) will remain fully subject to the obligations of confidentiality stated herein.

11. Miscellaneous.

11.1. Entire Understanding. This Agreement contains the entire understanding of the parties and supersedes all other agreements or understandings with respect to the subject matter hereof. Any amendment to this Agreement must be in writing, signed by authorized representatives of each party, and expressly refer to this Agreement. In the event there is any conflict or inconsistency between this Agreement and the terms and conditions of any electronic dataroom, now or hereafter applicable to a party or the party's Representatives, the terms and conditions of this Agreement shall govern and constitute the terms and conditions with respect to a party's or its Representatives' access to Confidential Information in such electronic dataroom.

11.2. Counterparts. This Agreement may be executed in one or more counterparts each of which when executed shall be deemed to be an original. This Agreement may be validly executed by means of signed facsimile or signed electronic transmission.

11.3. No Partnership. This Agreement does not create any agency or partnership relationship. Each party is responsible for its own expenses incurred as a result of any discussion between the parties or Proposals developed. Subject to the parties' confidentiality obligations undertaken hereunder, it is understood and acknowledged by both parties that they may have been independently pursuing business opportunities in the areas to which the Confidential Information pertains and that nothing contained herein shall be deemed or construed to preclude either party from pursuing these opportunities independently or with any other third party, or from discontinuance of said pursuit without any liability accruing to the other party.

11.4. Waiver. No failure or delay in exercising any right, power or privilege hereunder *regarding this Agreement* shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

11.5. Export/Import Laws. The Bidder hereby represents and warrants that it will comply with the requirements of all applicable export/import laws and regulations, including but not limited to the U.S. Export Administration Regulations, in furtherance of the purpose of this Agreement. Such requirements include but are not limited to obtaining all required authorizations or licenses or otherwise complying with restrictions on regulatory authorizations for the export or re-export of any controlled item, product, article, commodity, software or technology. The Bidder further represents and warrants that it is not currently debarred, suspended or otherwise prohibited or restricted from importing, exporting, re-exporting, receiving, purchasing, processing or otherwise obtaining any item, product, article, commodity, software or technology regulated by any agency of the United States.

11.6. Severability. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be

deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

11.7. Headers. The headings provided in this Agreement are for convenience only and shall not be used in interpreting or construing this Agreement.

11.8. Agreement by Letter. The Bidder shall indicate its agreement to the terms of this agreement by either executing this agreement, signing it and sending a scanned copy to nda@technologyacquisitiongroup.com or by an signed letter by email to same address indicating its agreement to the terms of this Agreement, referencing "TAG MUTUAL NONDISCLOSURE AGREEMENT T-12 (4/14/2020)". This document may be provided in your local language as a courtesy. However, it is agreed that the English version shall be the document which shall be used if any dispute arises.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on its behalf by an officer or company employee thereunto duly authorized.

Technology Research Group

Company Name

By: _____

By: _____

Name: _____

Title: _____

Date: _____

This agreement must be returned to the Technology Research Group before bidding specs can be issued. The documents are located at <http://www.xxx.com/nda>. The email to send it to will be nda@xxx.com.