

THIS INTERNATIONAL NONDISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of this day of \_\_\_\_\_ 20\_\_ ("Effective Date") between Local Advertising Solutions, LLC ("Company") and \_\_\_\_\_ ("Recipient").

WHEREAS, Company possesses valuable information, data and know-how relating to, among other things, novel media and advertising practices (as defined below, "Confidential Information");

WHEREAS, Recipient is interested in receiving such Confidential Information to determine the desirability of entering into a business and research relationship with the Company; and

WHEREAS, Recipient acknowledges that the Company has invested substantial funds and effort in developing the Confidential Information.

NOW, THEREFORE, Company and Recipient agree as follows:

1. Purpose. Company and Recipient wish to explore a business opportunity of mutual interest and in connection with this opportunity, Company may disclose to Recipient certain confidential technical and business information which Company desires Recipient to treat as confidential.
2. "Confidential Information" means any information (including any and all combinations of individual items of information) disclosed by Company to Recipient, including any information disclosed prior to the Effective Date, either directly or indirectly in writing, orally or by inspection of tangible objects (including, without limitation, research, product plans, products, services, equipment, customers, markets, software, inventions, discoveries, ideas, processes, designs, drawings, hardware, formulations, specifications, product configuration information, marketing and finance documents, prototypes, samples, data sets, and equipment), whether or not designated as "confidential" at the time of disclosure. Confidential Information may also include information of a third party that is in Company's possession and is disclosed to Recipient under this Agreement. Confidential Information shall not, however, include any information which Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Recipient by Company; (ii) becomes publicly known and made generally available after disclosure to Recipient by Company through no action or inaction of Recipient; or (iii) is in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by Company as shown by Recipient's then-contemporaneous files and records kept in the ordinary course of business. If Recipient becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, Recipient will provide Company prompt written notice of such disclosure and will assist Company in seeking a protective order or another appropriate remedy. If Company waives Recipient's compliance with this Agreement or fails to obtain a protective order or other appropriate remedy, Recipient will furnish only that portion of the Confidential Information that is legally required to be disclosed; provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.
3. Non-Use and Non-Disclosure & Non-Solicitation. Recipient agrees not to use any Confidential Information for any

purpose except to evaluate and engage in discussions concerning a potential business relationship between Recipient and Company. Recipient agrees not to disclose any Confidential Information to third parties or to employees of Recipient, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Recipient shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Company's Confidential Information and which are provided to Recipient hereunder. Recipient may not for a period of 6 years following the date of this Agreement, directly or indirectly solicit, influence or entice, or attempt to solicit, influence or entice, any employee, consultant, customer, distributor, partner, joint venturer or supplier of the Company to cease his or her relationship with the other party or solicit, influence, entice or in any way divert any employee, consultant, customer, distributor, partner, joint venturer or supplier of the other party to do business directly with or in any way become associated with Recipient or any competitor of the Company.

4. Maintenance of Confidentiality. Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures that Recipient takes to protect its own most highly confidential information and shall have its employees who have access to Confidential Information sign a nonuse and nondisclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Recipient shall not make any copies of Confidential Information unless the same are previously approved in writing by Company. Recipient shall reproduce Company's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Recipient shall immediately notify Company in the event of any unauthorized use or disclosure of the Confidential Information.
5. No Obligation. Nothing herein shall obligate Company or Recipient to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity. Nothing in this Agreement shall be construed to restrict Company's use or disclosure of its own Confidential Information.

6. Non-Compete. Recipient agrees not to engage in, support, or otherwise join a venture using same of similar methods disclosed by Company for 120 days from execution of this Agreement.
7. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF RECIPIENT.
8. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Recipient shall be and remain the property of Company and shall be promptly returned to Company upon Company's request. In no event shall the Recipient have the right to use or exploit Residuals for any purpose after return of Confidential Information to the Company. As used herein, "Residuals" shall mean ideas, information and understandings retained in the memory of the Recipient or Recipient's employees as a result of their review, evaluation and testing of the Confidential Information.
9. No License. Nothing in this Agreement is intended to grant any rights to Recipient under any patent, mask work right or copyright of Company, nor shall this Agreement grant Recipient any rights in or to Confidential Information except as expressly set forth herein.
10. Term. This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Recipient.
11. Remedies. Recipient agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Company, entitling Company to obtain injunctive relief in addition to the greater of liquidated damages of \$200,000.00 USD or the estimated market value lost between execution of the Agreement and January 19<sup>th</sup>, 2025.
12. Recipient Information. Company does not wish to receive any confidential information from Recipient, and Company assumes no obligation, either express or implied, with respect to any information disclosed by Recipient. Any ideas, suggestions, guidance or other information disclosed by Recipient related to novel media and advertising practices and any intellectual property rights relating to the foregoing shall be collectively deemed "**Feedback**." Company shall own all Feedback, and Recipient agrees to assign and hereby

assigns to Company all of its right, title, and interest in and to such Feedback. To the extent that the foregoing assignment is ineffective for whatever reason, Recipient agrees to grant and hereby grants to Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform and otherwise exploit such Feedback without restriction.

13. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns; except that Recipient may not assign or otherwise transfer this Agreement, by operation of law or otherwise, (including by merger, reorganization, consolidation, change of control, or sale of all or substantially all of Recipient's assets to which this Agreement pertains), without written consent of Company. Any assignment or transfer of this Agreement in violation of the foregoing shall be null and void. This Agreement will be interpreted and construed in accordance with the laws of the State of Washington, without regard to conflict of law principles. Recipient hereby represents and warrants that the persons executing this Agreement on its behalf have express authority to do so, and, in so doing, to bind Recipient thereto. This Agreement contains the entire agreement between the Parties with respect to the Opportunity and supersedes all prior written and oral agreements between the Parties regarding the business opportunity. If a court or other body of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. No provision of this Agreement may be waived except by a writing executed by the Party against whom the waiver is to be effective. A party's failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the party from enforcing any other provision of this Agreement. No provision of this Agreement may be amended or otherwise modified except by a writing signed by the parties to this Agreement. The parties may execute this Agreement in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by email or facsimile transmission, and email or facsimile copies of executed signature pages shall be binding as originals.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives below to indicate their acceptance of its terms.

**COMPANY: Local Advertising Solutions, LLC**      **RECIPIENT:**

Sign:

Sign:

Name: Mr. Kelly J. Case

Name:

Title: President

Title: