NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “Agreement”) is entered into this \_\_\_ day of\_\_\_\_\_\_\_\_\_, 2022 (the “Effective Date”), by and between Vanguard Integrity Professionals - Nevada, a Nevada corporation (on behalf of itself, affiliates, subsidiaries and divisions) with its principal offices at 6625 South Eastern Ave., Suite 100, Las Vegas, Nevada 89119 (“Vanguard”), and , an individual residing at (“Receiving Party”), to assure the protection and preservation of certain confidential and/or proprietary information to be disclosed or made available by Vanguard to the Receiving Party in connection with certain negotiations or discussions regarding a certain transaction between the parties (the “Transaction”).

NOW THEREFORE, IN RELIANCE UPON AND IN CONSIDERATION OF THE FOLLOWING UNDERTAKINGS, THE PARTIES HEREBY AGREE AS FOLLOWS:

# Confidential Information. “Vanguard Confidential Information” means any and all information of or relating to Vanguard, which is of a confidential, proprietary or trade secret nature, which is made available, furnished or otherwise disclosed by Vanguard to the Receiving Party. Specifically, and without limitation, Vanguard Confidential Information includes: (i) all written or tangible information which is marked as “Confidential”, “Proprietary”, “Trade Secret” or in some other manner to indicate its confidential, proprietary or trade secret nature; (ii) information that is disclosed orally and either is identified contemporaneously with disclosure as “Confidential”, “Proprietary” or “Trade Secret” or is disclosed in a manner that it may reasonably be inferred to be “Confidential”, “Proprietary” or “Trade Secret”; and (iii) any and all information relating to current, future, or proposed business services or products, technical data or know-how, including any research, products, services, developments, inventions, processes, methods, techniques, designs, specifications, systems architecture, distribution, engineering, marketing plans/strategies, business plans, financial, merchandising and/or sales information, pricing information and customer lists. Notwithstanding the foregoing, Vanguard Confidential Information excludes information that: (i) is at the time of disclosure, or thereafter, publicly known or in the public domain without violation of this Agreement by the Receiving Party; (ii) prior to the time of disclosure by Vanguard, is within the legitimate possession of the Receiving Party, as evidenced by competent written proof; (iii) the Receiving Party can demonstrate resulted from its own research and development, independent of, and without use of or reference to, information disclosed by Vanguard; or (iv) the Receiving Party receives from third parties, provided such information was not obtained by such third parties from Vanguard on a confidential basis.

# The Receiving Party’s Obligations. The Receiving Party agrees that it will, with respect to Vanguard Confidential Information: (i) treat such Vanguard Confidential Information as strictly confidential; (ii) use such Vanguard Confidential Information only for the purpose of evaluating the Transaction or performing the prospective business arrangements between the parties contemplated by the Transaction; (iii) protect such Vanguard Confidential Information, whether in storage or in use, with the same degree of care as the Receiving Party uses to protect its own confidential information against unauthorized disclosure, publication or dissemination, but in no case with less than reasonable care; and (iv) not, without the written consent of Vanguard, disclose, disseminate or otherwise furnish such Vanguard Confidential Information (including without limitation any Vanguard Confidential Information that includes or relates to Vanguard’s source code (“Source Code Related Information”)) to any third party. Notwithstanding the foregoing, this Agreement will not prohibit the disclosure of Vanguard Confidential Information by the Receiving Party to the extent that the Receiving Party is obligated to disclose such Vanguard Confidential Information by applicable law or regulation or under an order of a court of competent jurisdiction or a valid governmental subpoena; provided that the Receiving Party, to the extent that it may legally do so, promptly notifies Vanguard of such obligation and uses commercially reasonable efforts to afford Vanguard a reasonable opportunity to interpose an objection to such disclosure, take action to assure confidential handling of the Vanguard Confidential Information being disclosed, or take such other action as it deems appropriate to protect such Vanguard Confidential Information. In the event of any unauthorized disclosure of, loss of, or inability to account for, any Vanguard Confidential Information, the Receiving Party shall notify Vanguard promptly upon becoming aware thereof, take such actions as may be necessary or reasonably requested by Vanguard to minimize the violation and mitigate any damages resulting there from.

# Rights in and Ownership of Confidential Information. The Receiving Party acknowledges and agrees that, as between the parties, Vanguard Confidential Information is, and shall remain, the sole property of Vanguard, that Vanguard Confidential Information contains, embodies and is based on patented or patentable inventions, trade secrets, copyrights and other intellectual property rights (collectively, “Intellectual Property Rights”) owned or controlled by Vanguard, and that Vanguard shall continue to be the sole owner of, and retain all right, title and interest in and to, the Vanguard Confidential Information (including, without limitation, all Intellectual Property Rights contained in, embodied by or underlying the Vanguard Confidential Information). The parties acknowledge and agree that neither this Agreement, nor the Receiving Party’s access to Vanguard Confidential Information, will be construed as a grant, conveyance or transfer by Vanguard to the Receiving Party of any right, title or interest whatsoever, by license, sale or otherwise, in or to any of the Vanguard Confidential Information.

# Term and Termination.

# The term of this Agreement shall commence on the Effective Date and shall expire three (3) years after the Effective Date, but Vanguard may terminate this Agreement at any time for convenience upon at least thirty (30) days advance written notice to the Receiving Party. Notwithstanding any such expiration or termination, (i) except as set forth in clause (ii) of this paragraph, with respect to any particular item of Vanguard Confidential Information the obligations of confidentiality set forth herein will remain in full force and effect for a period of three (3) years from the date of each disclosure of such Vanguard Confidential Information hereunder by Vanguard; and (ii) with respect to any particular item of Vanguard Confidential Information that constitutes Source Code Related Information the obligations of confidentiality set forth herein will remain in full force and effect in perpetuity.

## At any time upon Vanguard’s written request, and, in any event, upon the expiration or termination of this Agreement for any reason, the Receiving Party will promptly return to Vanguard all Vanguard Confidential Information in the Receiving Party’s possession, custody or control in whatever form held (including without limitation all documents or media containing any of the foregoing and all copies, extracts or embodiments thereof), unless the Receiving Party provides assurances reasonably satisfactory to Vanguard that such Vanguard Confidential Information, in whatever form held, has been destroyed. Vanguard has the right to supervise such return or destruction of such Vanguard Confidential Information.

# No Promise to Enter Transaction. Neither this Agreement, nor the furnishing of Vanguard Confidential Information under this Agreement, nor the ongoing discussions and correspondence by the parties concerning the Transaction or any other matter, shall constitute or imply any promise, intention or commitment by either party to enter into any other present or future transaction with the other party or any third party or, except as expressly set forth herein, to refrain from entering into an agreement or negotiation with any other party or to refrain from engaging in any business activity whatsoever. If, in the future, the parties elect to enter into binding commitments relating to the Transaction or any other transaction, such commitments will be explicitly stated in a separate written agreement executed by both parties.

# No Warranties. Nothing herein will be construed as a warranty of accuracy, worth, fitness, completeness, title, non-infringement or any other warranty (express or implied) regarding Vanguard Confidential Information furnished by Vanguard to the Receiving Party pursuant to this Agreement.

# Governing Law and Dispute Resolution. This Agreement is made subject to and shall be governed by and construed under the laws of the State of Nevada, without regard to conflicts of laws principles. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Las Vegas, Nevada. The Receiving Party acknowledges that the extent of damages to Vanguard in the event of the breach of any provision of this Agreement by the Receiving Party would be difficult or impossible to ascertain, and that there will be available no adequate remedy at law in the event of any such breach. The Receiving Party therefore agrees that in the event it breaches any provision of this Agreement, Vanguard will be entitled to seek injunctive or other equitable relief, in addition to any other relief or remedies to which it may be entitled at law or in equity. If any arbitration or litigation is commenced between or among parties to this Agreement or their personal representatives concerning any provisions of this Agreement, or the rights and duties of any person in relation thereto, the court or arbitrator, as the case may be, may award to the party or parties prevailing in such arbitration or litigation, in addition to such other relief as may be granted, a reasonable sum for their attorneys’ fees.

# Assignment. The Receiving Party may not assign this Agreement without the prior written consent of Vanguard and any attempt to do so will be void. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

# General. No failure or delay by a party in exercising any right under this Agreement will operate as a waiver of such right or any other right under this Agreement. In the event any provision of this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement will remain in full force and effect to the maximum extent possible. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof. All prior or contemporaneous agreements or understandings between the parties relating to the subject matter hereof, whether oral or written, are superseded by and merged into this Agreement. No amendment or modification of this Agreement will be valid or binding on the parties unless the same is in writing and executed on behalf of each party by its duly authorized representative. This Agreement may be signed in two or more counterparts, including facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the date first written above.

# Receiving Party

Signature:

Print Name:

Title: **APPLICANT**

# Vanguard Integrity Professionals - Nevada

Signature:

Print Name: Yvonne Shoup

# Title: HUMAN RESOURCE MANAGER