Mutual Non-Disclosure Agreement

Parties and Recitals

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is made effective as of _____ (the "Effective Date"), by and between VPV GROUP, LLC, a Delaware limited liability company doing business as Future.dev, with its principal address located at 2506 Bransford Ave, Suite 6, Nashville, TN 37204, on behalf of itself and for the benefit of its affiliates and, as provided in Section 3, Developers (as defined below) ("Future.dev"),
and _____,
a(n) _____ with its principal address
located at _____ ("Company")
(Future.dev and Company each a "Party" and collectively the "Parties").

WHEREAS, the Parties are exploring a prospective business relationship, including Company's use of the Future.dev platform to scope, find, and engage independent developers, designers, and agencies for product strategy, design, software development, marketing, or related services, and, if such a relationship is entered into, the conduct of that relationship (the "Purpose");

WHEREAS, Future.dev operates a platform through which independent developers, designers, agencies, and other professionals contract directly with clients, and those independent professionals will need access to Confidential Information to evaluate and scope work in connection with the Purpose;

WHEREAS, to facilitate discussions, meetings, and the conduct of business between the Parties with respect to the Purpose, each Party will disclose to the other, or will otherwise receive or obtain, certain Confidential Information as hereinafter defined; and

WHEREAS, each Party wishes to restrict the use of and to protect the confidentiality of such Confidential Information.

NOW, THEREFORE, in consideration of the foregoing and being given access to information that is confidential and proprietary, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

A. **Confidential Information** means any data or information of either Future.dev, on the one hand, or Company, on the other, whether oral, written, or otherwise recorded, that is identified by the Disclosing Party as non-public, confidential, or proprietary in nature, or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential or proprietary. Notwithstanding the foregoing, the following information shall be considered Confidential Information of a Party, whether or not specifically identified as such:

Technical information: any scientific, computer, or other technical information, source code, technology, research, methods, designs, drawings, wireframes, prototypes, inventions, improvements, processes, formulae, compositions, notebook or journal entries, technical notes and graphs, systems, techniques, machines, computer programs, architectures, credentials, and research projects, and any data provided by one Party to the other Party for testing purposes.

Marketing, sales, and product information: information relating to any current or proposed products, including released or unreleased software or software products, computer programs, digital products, services, product roadmaps, customer lists, client lists, pricing data, proposals, sources of supply, sales data, marketing plans, merchandising information, financial and strategic systems or plans, methods, businesses or business plans (including the fact that the Parties are having exploratory discussions in relation to the Purpose), pricing, distribution, and other business strategies.

Business information: any information regarding suppliers, vendors, service delivery mechanisms, dealers, agents, or employees of either Party; the identity of Developers and the rates, fees, and terms on which they are engaged and compensated; any data or lists pertaining to any customers or the volume of or any statistics about the customers of either Party; and all designs, ideas, processes, procedures, formulae, know-how, compilations, improvements, trade secrets, copyrightable materials, notes, or records of either Party, and any financial information relating to any aspect of the foregoing.

Financial information: any financial information disclosed by either Party, including any information about the valuation, capitalization, liquidity, net worth, or equity of either Party or any of its affiliates.

Customer Data: "Customer Data" means any information pertaining to an identified or identifiable individual that is disclosed by or on behalf of a Party, including that Party's customers, end users, members, subscribers, patients, clients, and employees, and including names, home and business addresses, email addresses, phone numbers, account information, payment information, and any other personally identifiable information. Customer Data is not only Confidential Information but is also restricted in use and access. The Receiving Party shall not access, store, process, or transfer the Disclosing Party's Customer Data outside the United States without the Disclosing Party's prior written consent.

Third-Party Data: all third-party confidential or proprietary information that either Party has received or will receive from the other Party that is subject to a duty on the other Party's part to maintain its confidentiality or to use it only for certain restricted purposes, including any confidential or proprietary information of either Party's clients, vendors, or customers.

B. Confidential Information also includes any analyses, compilations, derivations, forecasts, studies, or other documents or records that contain, are based on, or otherwise reflect or are generated in whole or in part from the other Party's Confidential Information, including those stored on any computer or other electronic device or system.

C. **Disclosing Party** means the Party (directly or through its Representatives) disclosing Confidential Information, and **Receiving Party** means the Party (directly or through its Representatives) receiving it. Confidential Information disclosed to Company by or through a Developer is treated as provided in Section 3.E.

D. **Protected Health Information** or **PHI** has the meaning given in 45 C.F.R. § 160.103.

E. **Representatives** means a Party's affiliates and subsidiaries and its and their respective officers, directors, managers, members, employees, agents, attorneys, accountants, and other professional advisors. Developers are not Representatives of Future.dev.

F. **Developer** means any independent developer, designer, agency, or other professional or firm, together with its personnel, that offers or provides services to clients through the Future.dev platform. Developers are independent businesses that contract directly with their clients; they are not employees, agents, or subcontractors of Future.dev.

G. **Developer Platform Terms** means the Future.dev Developer Platform Terms of Service posted at future.dev/legal, as updated from time to time, which every Developer must accept before using the Future.dev platform.

2. Obligations of the Receiving Party

During the course of the relationship between the Parties, each Party may, directly or through its Representatives, disclose or otherwise make available to the other Party and its Representatives certain Confidential Information, either directly by verbal, written, or electronic communication, or indirectly by observation of operations, processes, strategies, or methods conducted

or used by the Disclosing Party. Disclosures are made on the basis of the confidential relationship between the Parties and on the condition that, unless specifically authorized in writing by the Disclosing Party, the Receiving Party shall:

A. keep the Confidential Information confidential and not use it for any purpose other than the Purpose, including to compete with the Disclosing Party or any of its affiliates or subsidiaries;

B. not disclose any portion of the Confidential Information to any person except those of its Representatives who have a need to know it in order to carry out the Purpose, and, in the case of Developers, only in accordance with Section 3;

C. before any Representative receives direct or indirect access to Confidential Information, inform that Representative of the confidential nature of the information and ensure that the Representative is bound by confidentiality obligations no less protective than those in this Agreement;

D. protect the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care, including reasonable administrative, technical, and physical safeguards for Customer Data;

E. upon the Disclosing Party's written request, promptly return to the Disclosing Party, or destroy and certify the destruction of, all tangible and electronic materials containing Confidential Information, including memoranda, notes, reports, agreements, documents, drawings, hardware, and storage media, and all copies or extracts thereof, whether made by the Receiving Party, its Representatives, or the Disclosing Party; provided that the Receiving Party may retain copies required by law or held in routine backup systems that are not readily accessible, which remain subject to this Agreement for as long as retained;

F. be responsible for any breach of this Agreement by any of its Representatives (disclosures to and by Developers are governed by Section 3);

G. not reverse engineer, decompile, or disassemble any software disclosed by the Disclosing Party, or alter, modify, or prepare derivative works of the Disclosing Party's Confidential Information, without the Disclosing Party's prior written consent;

H. not use any knowledge gained from, or access to, the Disclosing Party's Confidential Information to develop products or solutions that compete with those of the Disclosing Party; provided, however, that nothing in this Section shall preclude the Receiving Party from independently developing products or solutions if it can demonstrate, by contemporaneous written records, that they were developed without use of or reference to the Disclosing Party's Confidential Information;

I. promptly notify the Disclosing Party in writing upon becoming aware of any unauthorized use, access, or disclosure of the Disclosing Party's Confidential Information, and reasonably cooperate to mitigate its effects; and

J. not disclose PHI to the other Party under this Agreement. This Agreement is not a business associate agreement. If the Purpose requires access to PHI, Company and each Developer that will access PHI shall first enter into a business associate agreement meeting the requirements of 45 C.F.R. § 164.504(e), which will govern that PHI.

3. Developers

A. Permitted disclosure. Company acknowledges that Future.dev operates a platform of independent Developers and authorizes Future.dev to disclose Company's Confidential Information to Developers who have a need to know it to evaluate and scope the Purpose, without further consent from Company, subject to this Section 3.

B. Developers are bound by the Developer Platform Terms. Future.dev shall disclose Company's Confidential Information only to Developers who have accepted the Developer Platform Terms. Under Section 6 of those terms, each Developer is bound by confidentiality, restricted-use, United States-only Customer Data, and no-competitive-use obligations, and under Section 6.1.1 those obligations apply to information received while evaluating a prospective engagement, whether or not an engagement is formed.

C. Company's direct rights. For purposes of the Developer Platform Terms, Company is a prospective client whether or not Company has accepted Future.dev's Client Platform Terms. Company is an intended third-party beneficiary of each Developer's obligations under Sections 6 and 6.1.1 of the Developer Platform Terms with respect to Company's Confidential Information, and may enforce those obligations directly against the Developer.

D. Future.dev's responsibility. Future.dev shall (i) disclose Company's Confidential Information to a Developer only as permitted by Sections 3.A and 3.B, and (ii) on Company's written request following a suspected misuse or unauthorized disclosure by a Developer, cooperate reasonably with Company, including by identifying the Developer, providing relevant platform records, and suspending the Developer's access to Company's Confidential Information on the platform. Future.dev is responsible under this Agreement for its own acts and omissions and those of its Representatives. Future.dev is not responsible for the acts or omissions of any Developer, and Company's remedies for a Developer's misuse or disclosure of Confidential Information are against that Developer.

E. Developer information. Confidential Information disclosed to Company by or through a Developer in connection with the Purpose, including the Developer's identity and its own technical information, work product, methods, tools, rates, and terms of engagement, is deemed Confidential Information disclosed by Future.dev, and Company's obligations under this Agreement apply to it in full.

F. Third-party beneficiaries. Each Developer is an intended third-party beneficiary of Company's obligations under this Agreement with respect to Confidential Information that the Developer discloses, and may enforce those obligations directly. Future.dev may also enforce those obligations. Except as provided in this Section 3.F, nothing in this Agreement confers any right or remedy on any person other than the Parties and their permitted successors and assigns.

G. Direct engagement. Any engagement of a Developer by Company is formed directly between Company and that Developer under Future.dev's Service Contract Terms, and Future.dev is not a party to it. Once an engagement is formed, confidentiality between Company and that Developer is governed by the Service Contract Terms; information exchanged before formation remains protected as provided in this Section 3.

4. Exceptions

Confidential Information does not include information that the Receiving Party can demonstrate, by contemporaneous written records:

A. has become generally available to the public through no act or omission of the Receiving Party or its Representatives;

B. was received in good faith by the Receiving Party from a source other than the Disclosing Party or its Representatives, provided that, to the Receiving Party's knowledge, the source had legitimate possession of the information and the right to disclose it without breaching any duty of confidentiality to the Disclosing Party;

C. was in the legitimate possession of the Receiving Party before its disclosure under this Agreement;

D. has been approved for disclosure by the express written approval of an authorized Representative of the Disclosing Party; or

E. was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

Sections 4.A through 4.C do not release the Receiving Party from its obligations with respect to Customer Data, which remains subject to this Agreement and applicable privacy and data-protection law.

5. Compelled Disclosure

If the Receiving Party or any of its Representatives is required by law, regulation, or legal process to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall, to the extent legally permitted, give the Disclosing Party

prompt advance written notice so that the Disclosing Party may seek a protective order or other appropriate relief. If no protective order is obtained, the Receiving Party shall disclose only the portion of the Confidential Information that its counsel advises is legally required to be disclosed, and shall use reasonable efforts, in cooperation with the Disclosing Party, to obtain assurance that confidential treatment will be accorded to it.

6. Ownership; No License; No Warranty

This Agreement, including any disclosure of Confidential Information under it, does not grant the Receiving Party or its Representatives any ownership interest in, or any license or other right to, the Disclosing Party's Confidential Information. Each Party retains all proprietary rights, including patents, copyrights, and trade secrets, in its Confidential Information, including any modifications or additions made by the Receiving Party. The Receiving Party shall not reproduce, use, or copy the Disclosing Party's Confidential Information except as permitted by this Agreement or approved in advance in writing by the Disclosing Party. Ownership of any work product created in performing services for the Purpose is governed by the Parties' separate services agreement, if any, and not by this Agreement. All Confidential Information is provided "as is," without warranty of any kind.

7. Equitable Remedies

Each Party acknowledges that, because of the unique and proprietary nature of the Confidential Information, a breach or threatened breach of this Agreement could cause the Disclosing Party irreparable harm that would not be adequately compensated by monetary damages. Accordingly, in addition to all other available legal or equitable remedies, the Disclosing Party (and, as provided in Section 3.F, a Developer) shall be entitled to seek injunctive relief or specific performance against such breach or threatened breach, without the necessity of proving actual damages or posting a bond.

8. Term; Survival

This Agreement covers Confidential Information disclosed both before and after the Effective Date. It continues for two (2) years from the Effective Date unless either Party terminates it earlier on thirty (30) days' written notice. The Receiving Party's obligations survive any expiration or termination of this Agreement, and of the relationship between the Parties, for three (3) years; provided that obligations with respect to (a) trade secrets survive for as long as the information remains a trade secret under applicable law, and (b) Customer Data survive for as long as the Receiving Party or its Representatives retain it. This Agreement binds and benefits the Parties and their respective successors and permitted assigns.

9. Defend Trade Secrets Act Notice

Pursuant to 18 U.S.C. § 1833(b), an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order. Nothing in this Agreement prohibits any person from reporting possible violations of law to, or cooperating with, any governmental agency.

10. No Obligation to Proceed

Each Party may terminate discussions regarding the Purpose at any time for any reason. Neither this Agreement nor any disclosure under it obligates either Party to enter into any further agreement or transaction, except as the Parties may later agree in a separate signed writing.

11. General Provisions

A. Governing law. This Agreement is governed by the laws of the State of Delaware, without regard to conflict-of-laws principles that would apply the law of any other jurisdiction. Either Party may seek injunctive relief under Section 7 in any court of competent jurisdiction.

B. Entire agreement. This Agreement is the entire agreement between the Parties with respect to its subject matter and supersedes all prior understandings, agreements, and representations, express or implied, regarding that subject matter. If the Parties enter into a services agreement for the Purpose, its confidentiality terms govern information exchanged under it, and this Agreement continues to govern information exchanged before it.

C. Severability; waiver. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force and effect. No failure or delay by either Party in exercising any right, power, or privilege under this Agreement operates as a waiver of it, and no single or partial exercise of any right precludes any other or further exercise of it.

D. Assignment. Company may not assign this Agreement, or any of its rights or obligations under it, whether by contract, operation of law, or otherwise, without Future.dev's prior written consent. Future.dev may assign this Agreement without consent to an affiliate or to a successor to all or substantially all of the business to which this Agreement relates.

E. Notices. Notices under this Agreement must be in writing and delivered by hand, by nationally recognized courier, or by email to the addresses set out in the preamble and signature blocks, or to another address a Party designates by notice. Email notice is effective on transmission if no delivery-failure message is received.

F. Counterparts; electronic signatures. This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Electronic signatures and signatures delivered through an electronic signature platform are as effective as originals.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Future.dev	VPV GROUP, LLC, doing business as Future.dev	**Company**	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	