

## MUTUAL CONFIDENTIALITY AGREEMENT

This MUTUAL CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_ 2023 between Issuetrak, Inc., corporation, with an office at 200 Golden Oak Ct, Suite 270 Virginia Beach, VA, 23452 (“**Issuetrak**”), and \_\_\_\_\_, with an office at \_\_\_\_\_ (“**Company**”). For purposes of this Agreement, any party disclosing Confidential Information (as defined below) to the other party or its Representatives (as defined below) is referred to as the “**Disclosing Party**” with respect to such Confidential Information, and any party receiving Confidential Information from a Disclosing Party will be referred to as the “**Recipient**” with respect to such Confidential Information.

### Recitals

A. Each of Issuetrak and Company may disclose Confidential Information to the other party for the intended purpose of evaluating and potentially engaging in a business relationship (the “**Permitted Use**”).

B. It is a condition precedent to Issuetrak’s and Company’s willingness to disclose Confidential Information to the other for the Permitted Use that such other party enters into and performs its obligations under this Agreement.

### Agreements

Issuetrak and Company agree as follows:

1. Incorporation. The preamble and recitals to this Agreement are incorporated into and made a part of this Agreement in their entirety.

2. Confidential Information Defined.

(a) “**Confidential Information**” means and includes, without limitation except as provided in Section 2(b), information relating to: (i) any past, present, or future research, development, or business activities of the Disclosing Party or its Affiliates, including, without limitation, marketing and business plans, strategic plans, forecasts and projections, processes, business methods, and procedures; (ii) any product, financial, marketing, manufacturing, organizational, and technical information of the Disclosing Party or its Affiliates, including, without limitation, know-how, contracts, software and hardware products, samples, material, equipment, drawings, specifications, customer lists or identities, performance or process data, cost or financial information, and intellectual property; (iii) any documents marked “confidential” or “proprietary” as well as any other items or information disclosed by a Disclosing Party that, by its nature, should reasonably be considered proprietary and confidential (regardless of whether such information is specifically labeled as such); (iv) any Trade Secret (as defined in the Uniform Trade Secrets Act (the “**UTSA**”)); (v) any of the foregoing under clauses (i) through (iv) inclusive, of or relating to a third party, to or for which Disclosing Party has an obligation of confidentiality; and (vi) any notes, analyses, summaries, compilations, studies, or other records (whether written, oral, or otherwise) made by Recipient or its Representatives that contain or are

derived from Confidential Information. Confidential Information includes not only written information, but also information transferred orally, visually, electronically, or by any other means. Each party hereby acknowledges the sensitive and confidential nature of the Confidential Information of the other party, and that material damage will result to Disclosing Party if its Confidential Information is disclosed or otherwise used in a manner not expressly permitted by this Agreement.

(b) Confidential Information does not include any information that (i) is generally known to the public at the time of disclosure other than as a result of a breach of this Agreement by the Recipient or as a result of any disclosure by a Representative of the Recipient or by any other Improper Means (as defined in the UTSA); (ii) was known to the Recipient prior to disclosure by the Disclosing Party as proven by the written records of the Recipient; (iii) is disclosed to the Recipient by a third party who did not obtain such information, directly or indirectly, subject to any confidentiality obligation; or (iv) is, and can be shown by dated documentation to be, independently developed by the Recipient. Specific Confidential Information will not be deemed to come under the above exceptions merely because it is embraced by or generally within the scope of more general information that is or becomes subject to the above exceptions.

(c) If Confidential Information becomes generally known to the public after its disclosure by the Disclosing Party, it will cease to be treated as Confidential Information under this Agreement from and after the date it becomes generally known to the

public as established by dated documentation (the “**Publication Date**”); provided, however, that nothing in this Section 2(c) will relieve the Recipient from any liability, duty, or obligation incurred on or before the Publication Date.

### 3. Non-Disclosure and Non-Use of Confidential Information.

(a) Recipient will use the Confidential Information disclosed by a Disclosing Party solely for the Permitted Use and for no other purpose. Recipient will keep all Confidential Information disclosed to it hereunder secret and confidential, and will not reproduce, distribute, disclose, make available, or otherwise disseminate Confidential Information, except that Recipient may disclose Confidential Information to those of the Recipient’s directors, officers, employees, agents, or advisors (each a “**Representative**”) who need to know such information for purposes of engaging in the Permitted Use. Each Recipient, by all appropriate means, will prevent the unauthorized disclosure, publication, display or use of any Confidential Information disclosed by the other party hereunder. Recipient must inform each of its Representatives of the confidential nature of such Confidential Information and Recipient must, prior to disclosing any Confidential Information to any Representative, ensure such Representative is bound by a written agreement substantially comparable to this Agreement, requiring Representative to keep all Confidential Information confidential to the same extent as described herein and not use Confidential Information other than for the Permitted Use. Recipient will be responsible for any use or disclosure of Confidential Information by Recipient’s Representatives that Recipient itself is prohibited from doing pursuant to the terms of this Agreement and/or applicable law.

(b) This Agreement does not commit either party to disclose any particular information, to develop, make, use, buy, sell or otherwise dispose of any existing or future product, or to favor or recommend any product or services of the other party. To be binding, any such restriction or commitment must be in writing and signed by both parties.

(c) Recipient shall not, and shall not permit any of its Representatives to, modify, reverse engineer, decompile, disassemble, translate or convert all or any part of the Confidential Information disclosed to it hereunder without the express prior written consent of the Disclosing Party.

### 4. Compelled Disclosure of Confidential Information.

Unless restricted by applicable law or governmental

order, the Recipient must immediately notify the Disclosing Party of (a) any ruling or order to disclose Confidential Information issued in any judicial or administrative proceeding; and (b) any attempt made by any person to obtain Confidential Information under compulsion of legal process. If a Recipient or any of its Representatives becomes required under compulsion of legal process to disclose Confidential Information, Recipient and its Representatives will not, unless required by law, order, regulation or ruling, disclose Confidential Information until the Disclosing Party has first received prompt written notice of such requirement to disclose and has had an adequate opportunity to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information. Recipient must provide Disclosing Party any and all assistance reasonably requested by Disclosing Party, at Disclosing Party’s expense, including contesting or appealing the ruling, order or other attempt to compel disclosure of Confidential Information. Neither Recipient nor its Representatives will oppose actions by the Disclosing Party to assure confidential treatment of its Confidential Information. If the Disclosing Party is unable to obtain a protective order or other appropriate remedy, whether due to timing issues or otherwise, Recipient and its Representatives will furnish only that portion of the Confidential Information that it is legally required to furnish, and Recipient will exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded Confidential Information so disclosed.

5. Return of Confidential Information. Upon termination of this Agreement or the earlier written request by the Disclosing Party, Recipient will return all Confidential Information disclosed to it, or destroy such Confidential Information to the extent (a) such destruction is requested by the Disclosing Party, or (b) such Confidential Information is held by the Recipient or any Representative of the Recipient in a form (including any Confidential information contained on or retrievable through the use of any electronic media) that cannot be reasonably returned to the Disclosing Party. Recipient may not retain any copies, extracts, or other reproductions of the Confidential Information, in whole or in part, other than in furtherance of Recipient’s established electronic storage retention and/or document retention policies, which shall be identified by Recipient upon Disclosing Party’s request. Notwithstanding the provision of Section 12 of this Agreement, any Confidential Information (including that Confidential Information contained in analyses, compilations, studies or other documents

prepared by, or for, Recipient) that is not returned or destroyed pursuant to this Section 5 and any oral Confidential Information will be held and kept by Recipient subject to the terms of this Agreement indefinitely. The return and/or destruction of Confidential Information will not relieve Recipient of any of its other obligations under this Agreement.

6. No Duty to Disclose Confidential Information. Nothing in this Agreement obligates either party to disclose all or any part of its Confidential Information.

7. No Representations or Warranties Regarding Confidential Information. The Disclosing Party makes no representations or warranties as to the accuracy or completeness of Confidential Information provided under this Agreement. The Disclosing Party will not have any liability to either the Recipient or any of its Representatives resulting from the use of Confidential Information.

8. No Patent or Copyright Licenses Implied. The disclosure of Confidential Information pursuant to the terms of this Agreement is not a grant to the Recipient or its Representatives of any right or license to any Confidential Information, patents, patent applications, or Trade Secrets of the Disclosing Party.

9. Remedies; Irreparable Harm. Recipient acknowledges that the Confidential Information being provided under this Agreement is of a special and unique character, that Disclosing Party has made a substantial investment in developing the Confidential Information, and that remedies at law for a breach of this Agreement would be inadequate. Recipient further acknowledges that irreparable harm will result to the Disclosing Party if Recipient breaches or threatens to breach this Agreement. In such event, the Disclosing Party is entitled to seek specific performance and/or injunctive relief without any requirement to post a bond as a condition to such remedy.

10. Representations and Warranties. Each party to this Agreement represents and warrants to the other that (a) it is duly organized and in good standing under the laws of the state of its organization and has adequate power and authority to enter into and perform its obligations under this Agreement; (b) this Agreement has been duly authorized, executed and delivered on such party's behalf and constitutes the legal, valid, and binding agreement of such party, enforceable in accordance with its terms; (c) the entering into and performance of this Agreement will not violate any judgment, order, law, regulation, or agreement applicable to such party or any provision of such party's charter, bylaws, or other organizational documents, or result in any breach of, constitute a

default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any agreements, leases or other obligations or assets of such party; and (d) it has the full right and authority to disclose any Confidential Information disclosed by it to the Recipient.

11. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held to be unenforceable, then such provision will be stricken from this Agreement and the remainder of this Agreement will remain in full force and effect.

12. Term; Termination; Survival of Obligations. This Agreement shall remain in full force and effect for the longer of two (2) years from the date of this Agreement or the term of any business agreement(s) between the parties incorporating the terms of this Agreement. Notwithstanding the above, either party may terminate this Agreement prior to entering into any business agreement incorporating its terms, by providing the other with sixty (60) days written notice. With respect to Confidential Information other than Trade Secrets covered by this Agreement, the Recipient's obligations under this Agreement will survive its termination for a period of five (5) years after the termination date. With respect to Confidential Information that is a Trade Secret of the Disclosing Party, the Recipient's obligations under this Agreement will survive until the later of (a) five (5) years after the termination date, or (b) the date on which such Confidential Information no longer constitutes a Trade Secret of the Disclosing Party, its successors, or assigns.

13. Enforcement Expenses. If a party brings a legal action against the other arising out of this Agreement, then the prevailing party will be entitled, to the fullest extent permitted by law, to recover its reasonable attorneys' fees and all other expenses and costs incurred in connection with such action or proceeding.

14. Assignment. No party may assign any rights or delegate any duties under this Agreement without the other's prior written consent and any such attempted assignment or delegation without such consent will be void.

15. Entire Agreement, Waiver and Modification. This Agreement contains the entire understanding between Issuetrak and Company with respect to the subject matter of this Agreement and supersedes all prior oral or written communications, negotiations, understandings, or agreements regarding the subject matter of this Agreement. No waiver by either party of any term or condition of this Agreement will be valid unless made in writing signed by a duly

authorized officer of that party. No waiver on any one occasion will be effective to waive that or any other term or condition on any other or subsequent occasion. No failure or delay by a party, its agents, or representatives in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege under this Agreement. All modifications to this Agreement must be in writing and signed by authorized representatives of both parties. No oral modification of this Agreement will be effective.

16. Governing Law; Venue; Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia, excluding that body of law known as choice of law, and shall be binding upon the parties hereto in the United States and worldwide. All disputes with respect to this Agreement shall be brought and heard either in the state or federal courts located in Virginia Beach, Virginia. The parties to this Agreement each consent to the in personam jurisdiction and venue of such courts. The parties agree that service of process upon them in any such action may be made if delivered in person, by courier service, by telegram, by telefacsimile or by first class mail, and shall be deemed effectively given upon receipt.

17. Notice. Any notice, request, instruction, consent, correspondence or other document to be given under this Agreement (each a “**Notice**”) must be in writing and delivered in person or by courier service requiring acknowledgment of receipt of delivery or mailed by certified mail, postage prepaid and return receipt requested, or by facsimile machine (confirmed by appropriate answer back), to the address of the intended recipient as set forth in the Preamble to this Agreement, or to such other address as the intended

recipient may designate in writing by giving Notice as provided in this Section 17. Notice will be deemed to have been duly given: (a) at the time delivered by hand, if personally delivered; (b) upon actual receipt (or at the beginning of the recipient’s next business day if not received during recipient’s normal business hours), if sent by facsimile machine; (c) upon the earlier to occur of actual receipt or the fifth business day following deposit with the U.S. Post Office, if mailed; and (d) on the next business day if timely delivered to an air courier guaranteeing overnight delivery.

18. Affiliates Defined. “**Affiliates**” means with respect to any party, any other entity which directly or indirectly controls, is controlled by, or is under common control with such party.

19. Successors and Assigns. This Agreement will bind and inure to the benefit of and be enforceable by each of the parties and their respective successors and assigns.

20. Counterparts; Signatures. This Agreement may be executed in several counterparts and all counterparts so executed will constitute the agreement of the parties. Facsimile or electronic copies of signatures (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) will constitute original signatures for all purposes of this Agreement and any enforcement of this Agreement. At the request of any party to this Agreement, each other party will re-execute and re-deliver original forms of this Agreement. No party to this Agreement will raise the use of a facsimile machine or other electronic means to deliver a signature as a defense to the formation or enforceability of a contract and each party forever waives any such defense.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by their authorized representatives, as of the date first written above.

**Issuetrak, Inc.**

**[Company]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title: