

## MUTUAL NONDISCLOSURE AGREEMENT

This mutual nondisclosure agreement is between BlockFrame, Inc, a Colorado Corporation, having its principal office at 6215 Corporate Dr, Ste 101 Colorado Springs, CO 80919 and

---

Each party has developed certain confidential information that it may disclose to the other party for cybersecurity services.

Each party may review, examine, inspect, or obtain the other party's confidential information for the above-described purposes.

The parties therefore agree as follows:

### 1. CONFIDENTIAL INFORMATION.

Each party (in such capacity, a “**Disclosing Party**”) may disclose certain of its confidential and proprietary information to the other party (in such capacity, a “**Receiving Party**”). “**Confidential Information**” means:

- (a) information relating to the Disclosing Party or its current or proposed business, including financial statements, budgets and projections, customer identifying information, potential and intended customers, intellectual property, employers, products, computer programs, specifications, manuals, software, analyses, strategies, marketing plans, business plans, and other confidential information, whether provided orally, in writing, or by any other media, that was or will be:
  - (i) provided or shown to the Receiving Party or its directors, officers, employees, agents, Affiliated Companies and representatives (each a “**Receiving Party Representative**”) by or on behalf of the Disclosing Party or any of its directors, officers, employees, agents, Affiliated Companies and representatives (each a “**Disclosing Party Representative**”); or
  - (ii) obtained by the Receiving Party or a Receiving Party Representative from review of documents or property of, or communications with, the Disclosing Party or a Disclosing Party Representative; and
- (b) all notes, analyses, compilations, studies, summaries, and other material, whether provided orally, in writing, or by any other media, that contain or are based on all or part of the information described in subsection (a) (the “**Derivative Materials**”).

### 2. OBLIGATION TO MAINTAIN CONFIDENTIALITY.

- (a) **Confidentiality.** The Receiving Party shall, and shall ensure that each Receiving Party Representative, keep the Confidential Information confidential. The Receiving Party and Receiving Party Representatives may not:

- (i) disclose any Confidential Information to any person or entity other than:
  - A. a Receiving Party Representative who needs to know the Confidential Information for the purposes of its business with the Disclosing Party; or
  - B. the Disclosing Party's prior written authorization.
- (ii) use the Confidential Information for any purposes other than those contemplated by this agreement.

**(b) No Reverse Engineering.** The Receiving Party may not reverse engineer, disassemble, or decompile any prototypes, intellectual property, software, or other tangible objects that embody the Disclosing Party's Confidential Information and that are provided to the Receiving Party under this agreement.

### **3. RETURN OF PROPERTY.**

If a Disclosing Party requests, the Receiving Party shall, and shall cause each Receiving Party Representative to promptly:

- (a) return all Confidential Information to the Disclosing Party; and
- (b) destroy all Derivative Material and provide a written certificate to the Disclosing Party confirming this destruction.

### **4. NO PUBLICITY.**

The parties shall keep the existence of this agreement, and the transactions or discussions contemplated by this agreement, strictly confidential, except as required by law and except as the parties otherwise may agree in writing before a disclosure.

### **5. OWNERSHIP RIGHTS.**

Each party acknowledges that the Confidential Information is, and at all times will be, the Disclosing Party's sole property, even if suggestions made by a Receiving Party are incorporated into the Confidential Information. Neither party obtains any rights, by license or otherwise, in the other party's Confidential Information without further written agreements. Neither party solicits any change in the other party's organization, business practice, service, or products, and the disclosure of the Confidential Information may not be construed as evidencing any intent by a party to purchase any products or services of the other party or as an encouragement to expend funds in development or research efforts. The Confidential Information may pertain to prospective or unannounced products. Neither party may use the other party's Confidential Information as a basis on which to develop or have a third party develop a competing or similar plan or undertaking.

**6. FUTURE PRODUCTS.**

The confidentiality terms of this agreement do not limit either party's right to develop or acquire products independently without use of the other party's Confidential Information. However, neither party may disclose the other party's Confidential Information except as expressly permitted under this agreement.

**7. NO OBLIGATION.**

Nothing in this agreement obligates either party 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, if any, and to cease further disclosures, communications, or other activities under this agreement on written notice to the other party. Any commitment to proceed with a transaction will be set forth in a separate agreement signed by the parties.

**8. NO WARRANTY.**

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF ANY SUCH INFORMATION.

**9. GOVERNING LAW; ATTORNEYS' FEES; EQUITABLE RELIEF.**

**(a) Choice of Law.** The laws of the state of the State of Colorado this agreement.

**(b) Choice of Arbitration.** Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in Colorado in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). The tribunal shall consist of a single arbitrator to be chosen in accordance with the AAA rules. The language of the arbitration shall be English. The award shall be final and binding on the Parties and shall include the questions of legal fees, costs of arbitration and all matters related thereto. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**(c) Equitable Relief.** The parties acknowledge that a breach of this agreement will cause irreparable harm to the Disclosing Party and monetary damages may not be a sufficient remedy for an unauthorized disclosure of the Confidential Information. If a Receiving Party discloses the Confidential Information in violation of this agreement, a Disclosing Party may, without waiving any other rights or remedies and without posting a bond or other security, seek an injunction, specific performance, or other equitable remedy to prevent competition or further disclosure, and may pursue other legal remedies.

## **10. REMEDIES.**

Each Party understands that any violation of this Agreement may cause the other Party immediate and irreparable harm which money damages cannot adequately remedy. Therefore, upon any actual or impending violation of this Agreement, the Receiving Party consents to issuance by any court of competent jurisdiction, of a restraining order, preliminary and / or permanent injunction, without bond, restraining or enjoining such violation by the Receiving Party or any entity or person acting in concert with the Receiving Party. The Receiving Party understands that such orders are additional to and do not limit the availability to Providing Party of any other remedy.

## **11. AMENDMENTS.**

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

## **12. ASSIGNMENT AND DELEGATION.**

- (a) No Assignment.** Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.
- (b) No Delegation.** Neither party may delegate any performance under this agreement, except with the prior written consent of the other party.
- (c) Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section 12, it is void.

## **13. COUNTERPARTS; ELECTRONIC SIGNATURES.**

- (a) Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- (b) Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

## **13. SEVERABILITY.**

If any provision in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been contained in this agreement, unless the deletion of those provisions

would result in such a material change that would cause completion of the transactions contemplated by this agreement to be unreasonable.

**14. NOTICES.**

**(a) Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

**(b) Addresses.** A party shall address notices under this section 15 to a party at the following addresses:

If to BlockFrame, Inc  
Tony C. Rossi, Esq  
6215 Corporate Dr, Ste 101  
Colorado Springs, CO 80919  
trossi@blockframetech.com

If to: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

**(c) Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

**14. WAIVER.**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

**15. ENTIRE AGREEMENT.**

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified

by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

**16. HEADINGS.**

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

**17. EFFECTIVENESS AND TERMINATION.**

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement. This Agreement will continue until terminated by either Party. This Agreement shall be effective as of the date of first communication of Confidential information. Such termination shall be effective after three (3) months written notice. Notwithstanding the foregoing, the rights and obligations stated in this Agreement shall survive the termination of this Agreement for a period of fifteen (15) years ("Survival Period").

Each party is signing this agreement on the date stated opposite that party's signature.

For BlockFrame, Inc

By: \_\_\_\_\_  
Name: Tony C. Rossi, Esq.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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