

## Nondisclosure Agreement

This Nondisclosure Agreement (the "**Agreement**") is made as of \_\_\_\_\_, 2017 (the "**Effective Date**") by and between **The Congregation LLC** with principal offices at 5700 Wilshire Blvd, Suite 650, Los Angeles, CA 90036 ("**Congregation**") and \_\_\_\_\_ ("**Recipient**") (collectively the "**Parties**").

1. **The Purpose.** Congregation and Recipient wish to explore a potential business relationship in connection with which Congregation may disclose its Confidential Information (as defined below) to Recipient, ("**Relationship**").
2. **Definition of Confidential Information.** Confidential Information means any information, technical data, or know-how, including but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances of Congregation, which all shall be deemed as Confidential Information. Confidential Information does not include information, technical data or know how which (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure, or (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature other than as a result of any improper inaction or action of Recipient or, (iii) is approved by Congregation, in writing, for release.
3. **Nondisclosure of Confidential Information.** Recipient agrees not to use any Confidential Information disclosed to it by Congregation for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of the Relationship. Recipient will not disclose any Confidential Information of Congregation to parties outside the Relationship or to employees of Recipient other than employees or agents under appropriate burden of confidentiality and who are required to have the information in order to carry out the discussions regarding the Relationship. Recipient agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Congregation in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the highest degree of care that the Recipient utilizes to protect its own Confidential Information of a similar nature. Recipient agrees to notify Congregation in writing of any misuse or misappropriation of Confidential Information of Congregation, which may come to the Recipient's attention.
4. **Exceptions to Duty of Nondisclosure.** Notwithstanding Section 3, Recipient may disclose Confidential Information: (i) to his attorney or other confidential adviser; (ii) if required to do so pursuant to any law or regulation or; (iii) if ordered to do so by a court of competent jurisdiction; provided, however, Recipient shall immediately advise Congregation in advance of any such pending disclosure requirement in order for Congregation to have the opportunity to object to such compelled disclosure.
5. **Publicity.** Recipient will not, without prior consent of Congregation, disclose to any other person, the fact that Confidential Information of Congregation has been disclosed under this Agreement, that discussions or negotiations are taking place between the parties, or any of the terms conditions, status or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to Congregation.
6. **Return of Materials.** Any materials or documents that have been furnished by Congregation to Recipient in connection with the Relationship will be promptly returned by Recipient, accompanied by all copies of such documentation or certification of destruction,

within (10) days after (i) the Relationship has been terminated or (ii) the written request of Congregation.

7. **Intellectual Property Rights Infringement.** Nothing in this Agreement is intended to grant any rights to Recipient with regard to any of Congregation's intellectual property rights, including but not limited to any rights in patent, trademark, or copyrights.
8. **Term.** The forgoing commitments of the Parties shall survive any termination of the Relationship for a period of five years after application of Section 5 above.
9. **Successors and Assigns.** This Agreement shall be binding upon and for the benefits of the Parties, their successors and assigns, provided that Confidential Information may not be assigned without the prior written consent of Congregation. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.
10. **Governing Law and Counterparts.** This Agreement will be governed by and construed in accordance with the laws of the State of California, as applied to agreements made and performed entirely within California. Any litigation or other dispute with respect to this Agreement will take place in the County of Los Angeles, California. The Parties consent to personal jurisdiction of and venue in the state and federal courts within or having jurisdiction over such county. The Agreement may be executed in one or more counterparts, and when executed by each of the Parties signatory hereto, said counterparts shall constitute a valid, binding agreement. An executed counterpart returned by facsimile or digitally shall be deemed an original.
11. **Remedies.** Recipient agrees that any violation or threatened violation will cause irreparable injury, both financial and strategic, to Congregation and in addition to any and all remedies that may be available, in law, in equity or otherwise, Congregation shall be entitled to injunctive relief against the threatened breach of this Agreement by Recipient without the necessity of proving actual damages.

This Agreement is executed, agreed, and accepted as of the Effective Date by:

For \_\_\_\_\_

\_\_\_\_\_  
Signature of RECIPIENT  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For The Congregation, LLC

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