



## MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality Agreement (this "Agreement") is entered into and is effective as of \_\_\_\_\_ by and between Lemonade Partners LLC, dba Lemonade "(Disclosing Party)" and \_\_\_\_\_ ("Receiving Party").

1. **Definition of Confidential Information.** This Confidentiality Agreement shall apply to any information conveyed by one party hereunder to the other party, or learned by either party from the other during the course of dealings between the parties. "Confidential Information" means any information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), including design documents, drawings, plans, specifications, processes, formulas, inventions, clients lists, client contacts, client preferences, other client information, trade secrets, business secrets, methods of operating business, financial information, sources of supplies and equipment, billing and collection practices, computer hardware, programs and applications, and other secret information and data, relating, directly or indirectly, to the existing or prospective business operations, financial condition, or technology of Disclosing Party, that Disclosing Party either: (i) has marked "Confidential" or "Proprietary"; or (ii) if such information is disclosed orally, has specifically designated as confidential or proprietary in a writing sent to Receiving Party within 30 days of the initial disclosure.

2. **Purpose.** Confidential Information shall be disclosed hereunder for the following purpose (the "Business Goal"): a project created by the Disclosing Party tentatively entitled "creative content." The project is designed for potential broadcast on all visual media formats.

3. **Nondisclosure and Nonuse of Confidential Information.** The Receiving Party agrees to accept Confidential Information for the sole purpose of furthering the Business Goal. The Receiving Party agrees not to use Confidential Information otherwise for its own or any third party's benefit, and agrees not to reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects which embody the Disclosing Party's Confidential Information provided to the Receiving Party hereunder. The Receiving Party will undertake all reasonable precautions to protect the secrecy of and avoid unauthorized disclosure, publication, dissemination, or use of Confidential Information. Such precautions shall include the reasonable degree of care that the Receiving Party utilizes to protect its own Confidential Information of a similar nature. The Receiving Party will not disclose Confidential Information to anyone other than the following individuals, each of whom must have a need to know in order to carry out the

Business Goal, and each of whom must have been informed of and agreed to be bound by the Receiving Party's obligations of confidentiality hereunder: (1) employees, (2) individual contractors hired by the Receiving Party on a project basis, and (3) existing or prospective co-workers or customers of the Receiving Party. Individual contractors hired by the Receiving Party on a project basis and existing or prospective co-workers or customers of the Receiving Party must agree to be bound in writing by the Receiving Party's obligations of confidentiality under this Agreement. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party. Each party agrees to notify the other party in writing of any misuse, misappropriation, or unauthorized disclosure of such Confidential Information of the other party which may come to its attention.

4. **Limitations on Confidentiality.** The obligation of Receiving Party with respect to any specific Confidential Information shall terminate when information constituting a part of the Confidential Information which: (1) is already known to Receiving Party at the time it is disclosed to Receiving Party; (2) is generally known, or becomes generally known to the public through no wrongful act of Receiving Party; (3) has been rightfully received by Receiving Party from a third party without restriction on disclosure and without breach of an obligation of confidentiality on the part of Receiving Party; or (4) is independently developed by Receiving Party without use of the Confidential Information.

5. **Mandatory Disclosure.** In the event that the Receiving Party or its directors, officers, employees, consultants, or agents are requested or required by legal process to disclose any of the Confidential Information, the Receiving Party shall give prompt notice to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the Receiving Party shall disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose.

6. **Ownership of Confidential Information.** All Confidential Information disclosed by either party remains the property of the Disclosing Party. Nothing in this Agreement is intended to grant or imply any rights to either party under any patent, copyright, trade secret, or other intellectual property right, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except for the limited right to review and use such Confidential Information solely for the purposes of the Business Goal.

7. **No Warranty.** All information is provided "AS IS," and without any warranty, whether express or implied, as to its accuracy, completeness, or performance.

8. **Return of Documents.** Within ten (10) business days of receipt of written request by the Disclosing Party, the Receiving Party will return to the Disclosing Party all documents, records and copies (including electronic copies) thereof containing

Confidential Information. For purposes of this section, the term "documents" includes all information fixed in any tangible or electronic medium of expression, in whatever form or format. Any document, record, or copy containing Confidential Information electronically stored upon media owned by the Receiving Party and which media the Receiving Party does not desire to return or transfer to the Disclosing Party upon its obligation to return such Confidential Information, shall be irretrievably deleted, erased, or otherwise destroyed by the Receiving Party. The Receiving Party shall delete, erase, or destroy such electronic documents, records, or copies within the ten (10) business days after receipt of the written request by the Disclosing Party, and shall certify in writing by an authorized officer of the Receiving Party that such deletion, erasure, or destruction has occurred.

9. **Equitable Relief.** Each party hereby acknowledges that unauthorized disclosure or use of Confidential Information will cause irreparable injury. Accordingly, each party agrees that the other shall be entitled to obtain immediate injunctive relief to enforce obligations under this Agreement, in addition to any other rights and remedies it may have.

10. **No Export.** Each party certifies that no Confidential Information, or any portion thereof, will be exported to any country in violation of the United States Export Administration Act and regulations thereunder.

11. **Term.** This Agreement shall remain in effect until either party receives from the other written notice of termination, provided, however, that, for any specific item of Confidential Information, the Receiving Party's obligations under & 3 shall:

(i) with regard to Confidential Information, shall remain in effect for a period of three (3) years from the date of disclosure of such item, unless earlier terminated pursuant to & 4 or by written communication from the Disclosing Party.

The obligations of this Agreement shall survive termination, with respect to any Confidential Information disclosed hereunder.

12. **No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate discussions contemplated by this Agreement concerning the Business Goal.

13. **Miscellaneous.** This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors, and assigns, provided that this Agreement or Confidential Information may not be assigned without the prior written consent of the other party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof or prejudice a party's right to take subsequent action.

14. **Entire Agreement.** This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by written agreement signed by authorized representatives of both parties.

15. **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California. Any claim, dispute or controversy arising between the parties out of or in relation to this Agreement, or breach thereof, which cannot be satisfactorily settled by the parties, shall be finally settled by arbitration upon the written request of either party, in accordance with the rules of Conciliation and Arbitration of the International Chamber of Commerce. The place of arbitration shall be Oakland, California. The arbitration proceeding shall be conducted in English. The award shall be final and binding upon both parties. Judgment upon the award may be entered in any court having jurisdiction thereof.

This agreement shall be constructed and interpreted in accordance with the laws of the United States. This agreement may be signed by counterparts and all signatures will be considered as original documentation of this Agreement. Facsimile copies are considered to be legal documents.

Understood and agreed to by the duly authorized representatives of the parties:

By Receiving Party (Signature)

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

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

\_\_\_\_\_

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

By Disclosing Party (Signature)

**Printed Name:** Trevor Dudeck

**Title:** Chief Strategist & Partner

**Company:** Lemonade

**Address:** 66 Franklin Street, Suite 300

Oakland, CA, 94607

**Date:** 3/2/2021