

2016

# Non-Disclosure Agreement

This document delineates the legal clauses between CyberAdeptness LLC and other parties to whom the organization shares Confidential Information, Trade Secrets, and or any other information deemed sensitive and proprietary.



Karen Y. Baez

10/31/2016



## **Instructions for this Non-Closure Agreement**

Use this non-disclosure agreement in order to prevent others from disclosing confidential information or trade secrets to the Disclosing Party's (called the "Discloser" in the document) competition or using it for their own benefit. This agreement uses a comprehensive definition of "Confidential Information" and "Trade Secrets" to ensure any and all proprietary information remains well-protected. The Recipient is required to exercise the utmost diligence and his or her best effort to guard and protect against unauthorized disclosure or theft of confidential information and trade secrets. If the Recipient learns that someone else is making unauthorized disclosures, the Recipient is required to notify the Disclosing Party. Furthermore, the Recipient may not disclose confidential information or trade secrets to his or her employees (if any) unless absolutely required for an employee to perform his or her job duties.

### **Specific Confidential Information and Trade Secrets Protected**

As mentioned above, this agreement uses a definition of "Confidential Information" and "Trade Secrets" designed to ensure maximum protection of the Disclosing Party's information. Therefore, you are not required to specify the specific information that the Recipient is required to keep confidential. However, including this information when prompted can help clarify the expectations of the parties and support the Disclosing Party should there ever be a dispute.

### **Agreement Length**

The Recipient's duty of confidentiality can last as long as is needed for the parties' business purposes. Depending on the circumstances, the parties may agree on a length as short as a few months or may agree to make the duty last forever. It is best practice to limit the duration to as short as necessary to protect the Disclosing Party's interests.

### **Disclaimer of Warranties**

The question pertaining to disclaimer of warranties is essentially asking whether the Disclosing Party is providing any guarantees as to the accuracy of its confidential information or as to how such information will be used. Most of the time it is a good idea to disclaim all warranties as to the confidential information and trade secrets. The main instance that you would not disclaim warranties is if the Disclosing Party has made express promises to the Recipient that the information is correct and how the information will be used.

### **Dispute Resolution**

It is usually recommended that you include a mediation and/or arbitration provision. This will require disputes to be settled through mediation or binding arbitration and avoid the time and expense of going through the formal court system.

Next, you will indicate which state's laws will govern the agreement. Usually, the Disclosing Party lists its principal place of business or residence as the governing state. Other options would be to use the Disclosing Party's state of incorporation or the state where the two parties are conducting any business together.

### **Additional Terms**

You can add additional terms and conditions as desired. This allows you complete flexibility to tailor the document to reflect the specific situation and true intent of the parties.

### **Executing the Agreement**

- Have all parties sign and date the signature lines where indicated. Electronic signatures are allowed by the terms of this agreement. The parties can also sign copies sent to each other by email, fax, or other electronic means. If you included an arbitration provision, make sure that each party signs the arbitration exhibit.
- Make sure that all parties get a copy of the fully executed agreement.
- That's it! You can now rest assured that the Disclosing Party's confidential information will remain safe and secure.

## DOCUMENT APPROVAL AND ACCEPTANCE

---

### Risk Executive (RA) Approval

As the Risk Executive (RA) for CyberAdeptness LLC business, covered by this Agreement, I approve and declare satisfaction with this document.

Karen Y. Baez

---

Full Name (Print)

Title: CyberAdeptness LLC Founder/ CEO

---

---

Signature

Date: November 1<sup>st</sup>, 2016

---

# Document History

This is an on-line document. Paper copies are valid only on the day they are printed. Refer to the author if you are in any doubt about the accuracy of this document.

## Revision History

Revision Number	Revision Date	Summary of Changes/Comments
1.0	11/01/2016	FINAL- First DRAFT

## Approvals

This document requires the following approvals:

Name	Title
Karen Y. Baez	CyberAdeptness LLC Founder

## Distribution List

This document has been distributed to:

Name	Title

## Contents

Revision History .....	5
Approvals.....	5
Distribution List .....	5
1 Introduction.....	8
1.1 Definitions .....	8
1.2 Non-Disclosure of Confidential Information and Trade Secrets .....	9
1.3 Non-Confidential Information .....	9
1.4 Mutual Agreement .....	10
1.5 Exceptions.....	10
1.6 Term.....	10
1.7 Irreparable Harm .....	11
1.8 Sole Property .....	11
1.9 Limited License to Use.....	11
1.10 Reverse Engineering .....	11
1.11 Other Agreements Binding Recipient.....	11
1.12 Return of Discloser Property .....	11
1.13 No Conflicts .....	12
1.14 Non-Circumvention .....	12
1.15 No Undue Burden .....	12
1.16 Relationship of the Parties .....	12
1.17 No Guarantee of Continued Relationship .....	13
1.18 No Warranties .....	13
1.19 Indemnification .....	13
1.20 Entire Agreement .....	13
1.21 Severability .....	13
1.22 Waiver .....	14
1.23 Successors and Assigns.....	14
1.24 Governing Law .....	14
1.25 Equitable Relief and Remedies .....	14
1.26 Dispute Resolution .....	14
1.27 Descriptive Headings .....	14
1.28 Time of Essence .....	15

1.29	Notice .....	15
1.30	Counterparts; Electronic Signature .....	15
1.31	Signatories .....	15
2	NDA Acknowledgement .....	16
3	Exhibit A- Arbitration Agreement.....	17
3.1	Promise to Arbitrate .....	17
3.2	State or Federal Court .....	17
3.3	Arbitration; Recovery .....	17
3.4	Location .....	17
3.5	Rules .....	17
3.6	Governing Law .....	18
3.7	Arbitrator .....	18
4	Exhibit A Acknowledgement.....	19

## 1 Introduction

This NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is effective as of [Click here to enter a date.](#) by and between CyberAdeptness LLC (hereinafter referred to as “**Discloser**”) and \_\_\_\_\_ (hereinafter referred to as “**Recipient**” or “**you**”) (Discloser and Recipient are the “**Parties**,” each a “**Party**”).

The Discloser has requested and the Recipient agrees that it will protect the confidential material and information which may be disclosed between the Discloser and the Recipient in accordance with the terms set forth in this agreement.

### 1.1 Definitions

For purposes of this Agreement, the following terms are defined as follows:

- a) “**Confidential Information**” aka **Proprietary Information** means any and all information which is possessed by or developed for Discloser and which relates to Discloser’s existing or potential business or technology, which information is generally not known to the public and which information Discloser seeks to protect from disclosure to its existing or potential competitors or others and includes, without limitation, the following: business plan, business strategies, business know-how and techniques, the identities and business preferences of Current or Prospective Customers or Vendors, existing or proposed bids, technical developments, customized software, marketing plans, computer programs, compositions, formulas, existing or proposed research projects, information related to Discloser’s financial condition or results of operations, costs, revenue, pricing. Discloser’s employee compensation, communications between Discloser employees and attorneys representing Discloser, financial or business projections, investments, negotiation strategies, terms or Discloser contacts, training information and material, information generated for customer engagements, and information stored or developed for use in or with computers. Confidential Information also includes information received by Discloser from others that Discloser has an obligation to treat as confidential, as well as information and documents whether or not they are marked “confidential” or carry any other marks or designations.
  - a. **Specific Information Included.** In addition to the foregoing, Discloser specifically intends, and Recipient agrees, that the following information is included within the meaning of Confidential Information for purposes of this Agreement. This agreement includes all intellectual property of CyberAdeptness LLC to include, but not limited to, pilot applications, application ideas, training presentations, policies, procedures, and interface and report designs.
- b) “**Current Customers**” means any firm, partnership, or any other entity or person that has purchased or is purchasing from Discloser any of its products or services.
- c) “**Non-Party**” means any competitor, supplier, customer, or any other person, firm, corporation, or other entity beside the Parties and their employees, representatives, and authorized agents.
- d) “**Prospective Customers**” means any firm, partnership, corporation, or any other entity or person reasonably expected by Discloser or Recipient to purchase from Discloser any of its products or services.



- e) **“Trade Secrets”** means all information possessed by or developed for Discloser, including without limitations, a compilation, program, device, method, system, technique, formula, pattern, or process to which all of the following apply: (i) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) the information is the subject of efforts to maintain its secrecy that are reasonable and under the circumstances.
- f) **“Vendor”** means any individual or entity that provides goods or services to Discloser.

## 1.2 Non-Disclosure of Confidential Information and Trade Secrets

In consideration for Recipient’s receipt of Confidential Information and Trade Secrets, the potential or continuing business opportunities that may result between the Parties, other benefits conferred through the relationship of the Parties, and/or the covenants and promises herein contained, the receipt and sufficiency of which is hereby acknowledge, Recipient agrees as follows:

- a) To not disclose Confidential Information or Trade Secrets except as is permitted under this Agreement to perform all covenants herein faithfully;
- b) Except as expressly authorized by Discloser’s prior written permission, now or any time in the future, Recipient will not disclose, directly or indirectly, any Confidential Information or Trade Secrets to a Non-Party or use any Confidential Information or Trade Secrets for any purpose that does not benefit Discloser;
- c) To at all times exercise the utmost diligence and Recipient’s best efforts to guard and protect against unauthorized disclosure or misappropriation of Confidential Information and Trade Secrets to or by a Non-Party;
- d) To not seek or accept any Confidential Information or Trade Secrets from any former, present, or future employee of Discloser except in the ordinary course of Recipient’s business with Discloser;
- e) To not disclose to Discloser, use in Discloser’s business, or cause Discloser to use any Confidential Information or Trade Secrets belonging to a Non-Party;
- f) To not copy, modify, reproduce, or attempt to reproduce any Confidential Information or Trade Secrets without the express prior-written permission of Discloser;
- g) To promptly notify Discloser if Recipient becomes aware of any unauthorized use, disclosure, or misappropriation of Confidential Information or Trade Secrets; and
- h) To not disclose Confidential Information or Trade Secrets to Recipient’s employees, if any, unless absolutely required for an employee to perform their job duties; however, Recipient must require such employees to sign a non-disclosure agreement in substantially the same form as this Agreement prior to disclosing any Confidential Information or Trade Secrets and will provide a copy of all such agreements to Discloser immediately after they are executed.

## 1.3 Non-Confidential Information

Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

- (a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
- (b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
- (c) Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
- (d) Is approved for release (and only to the extent so approved) by the disclosing Party; or
- (e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

#### 1.4 Mutual Agreement

Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.

#### 1.5 Exceptions

This Agreement will not prohibit any disclosures that is required by law or court order, provided that Recipient has not intentionally taken actions to trigger such required disclosure and, so long as not prohibited by any applicable law or regulation. Discloser is given reasonable prior notice and an opportunity to contest or minimize such disclosure. The same provisions will prevent Recipient's disclosure of Confidential Information or Trade Secrets in the event Discloser has given Recipient express prior-written permission to do so.

This Agreement does not prohibit disclosure of Confidential Information or Trade Secrets after they have become generally known in the industry in which Discloser conducts its business and it does not prohibit Recipient's use of general skills and know-how acquired during and prior to working with Discloser, as long as such use does not involve the disclosure of Confidential Information or Trade Secrets.

#### 1.6 Term

Unless otherwise stated herein, the rights and obligations of the Parties under this Agreement will continue indefinitely from the effective date and will survive the expiration or termination, for any reason, of any other contractual relationship between the Parties that may occur while this Agreement is in effect.

### 1.7 Irreparable Harm

Recipient acknowledges that Discloser engages in a competitive business and has or will expend significant sums of money and time to develop and use its Confidential Information and Trade Secrets. Recipient further acknowledges that Discloser would suffer irreparable harm, loss, and damage if its Confidential Information and Trade Secrets were disclosed to a Non-Party.

### 1.8 Sole Property

All Confidential Information or Trade Secrets disclosed to Recipient will remain Discloser's sole property at all times. Should Recipient contribute to or develop additional Confidential Information or Trade Secrets as a result of such disclosure, Recipient agrees to immediately disclose such additional Confidential Information or Trade Secrets, to assign all of Recipient's interests therein to Discloser, and to execute any instrument reasonably requested to ensure all rights of ownership are fully vested in Discloser.

### 1.9 Limited License to Use

The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as between the Discloser and the Recipient, the Confidential Information and all related copyrights and other intellectual property rights, as (and at all times will be) the property of the Discloser, even if suggestions, comments, and/or ideas made by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

### 1.10 Reverse Engineering

At no time now or in the future may Recipient directly or indirectly attempt to reverse engineer, reconstruct, or independently derive any Confidential Information or Trade Secrets.

### 1.11 Other Agreements Binding Recipient

Recipient agrees that Recipient will immediately provide Discloser with copies of all non-disclosure, confidentiality, and intellectual property assignment agreements that currently bind Recipient or the Recipient becomes bound to in the future.

### 1.12 Return of Discloser Property

Immediately upon Recipient receiving a written request by Discloser for return of property or upon termination of any contractual relationship between the Parties, Recipient will return to Discloser all Discloser's papers, documents, and other property, including without limitation keys, security cards, phones, computers, passes, credit cards, documents, and information stored for use in or with computers and software applicable to Discloser's business (and all copies thereof), which are in Recipient's possession or under Recipient's control, regardless whether such papers, documents, or other property do or do not contain Confidential Information or Trade Secrets. Recipient agrees to

return all physical copies of Confidential Information and Trade Secrets in Recipient's possession or under Recipient's control, to irretrievably delete all such information Recipient possesses or controls in electronic form on any device, and to certify in a signed writing delivered to Discloser that these actions have been completed within five (5) business days following written request by Discloser or upon termination of any contractual relationship between the Parties for any reason.

#### 1.13 No Conflicts

To the extent that they exist, Recipient will not disclose to Discloser any of Recipient's previous employers' or client's confidential information or trade secrets. Recipient represents and warrants that Recipient has not previously assumed any obligations inconsistent with those of this Agreement and that Recipient's execution of this Agreement does not conflict with any prior obligations to third parties. Further, Recipient agrees to faithfully perform the duties assigned and that Recipient will not engage in any outside business activity during any contractual relationship with Discloser that might cause a conflict of interest. If, at any time, Recipient discovers he or she has or may have any outside business relationship or activities that conflict with Discloser's best interest, then Recipient will immediately disclose the conflict or potential conflict to Discloser. In addition, Recipient and Discloser agree that it is important for any prospective employer or client to be aware of this Agreement, so that disputes concerning this Agreement can be avoided in the future. Therefore, Recipient agrees that Discloser may forward a copy of this Agreement (and any related exhibits, attachments, or amendments hereto) to any prospective or actual employer or client, and Recipient releases Discloser from any claimed liability or damage caused to Recipient by virtue of Discloser's act in making that prospective or actual employer or client aware of this Agreement (and any related Exhibits hereto).

#### 1.14 Non-Circumvention

Unless Recipient has prior written permission from Discloser, Recipient agrees not to attempt to conduct business with or solicit business from any Non-Parties found through Recipient's relationship with Discloser if such attempt would in effect circumvent Discloser and cause Discloser to suffer a loss of profits or other business opportunity or advantage. Should Recipient circumvent Discloser without permission, Discloser will be entitled to receive a commission based on the fair value of the loss of profits, business opportunity, or advantage.

#### 1.15 No Undue Burden

Recipient acknowledges that (i) this Agreement has been specifically bargained between the Parties and reviewed by Recipient, (ii) Recipient has had an opportunity to obtain legal counsel to review this Agreement, and (iii) the covenants made by and duties imposed upon Recipient hereby are fair, reasonable, and minimally necessary to protect the legitimate business interests of Discloser, and such covenants and duties will not place an undue burden upon Recipient in the event of strict enforcement of the covenants contained herein.

#### 1.16 Relationship of the Parties

Nothing in this Agreement will create an employment, agency, joint venture, or partnership relationship between the Parties. In addition, nothing in this Agreement will require the Parties to

purchase goods or services from each other or to provide one another with Confidential Information or Trade Secrets in their respective possession.

#### 1.17 No Guarantee of Continued Relationship

Nothing in this Agreement will be construed as a guarantee of continuing or additional contractual relations between the Parties after the effective date. Recipient acknowledges that disclosure of Confidential Information and Trade Secrets under this Agreement is necessary for Discloser to form and plan its future business operations in light of the competitiveness of the industry and the inherent and potential value of its Confidential Information and Trade Secrets.

#### 1.18 No Warranties

Confidential Information and Trade Secrets are provided to Recipient on an “As-Is” basis. DISCLOSER HEREBY DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE CONFIDENTIAL INFORMATION AND TRADE SECRETS PROVIDED TO RECIPIENT. Discloser makes no warranties of any kinds as to the following: whether or not its Confidential Information and Trade Secrets are from errors and defects, accurate, and complete; whether or not use of its Confidential Information or Trade Secrets may infringe on the intellectual property rights of a Non-Party; or how Discloser plans to use its Confidential Information and Trade Secrets in the future. Neither Discloser nor its employees and representatives will have any liability as a results of the disclosure of Confidential Information or Trade Secrets to Recipient or its employees and representatives.

#### 1.19 Indemnification

Each Party agrees to indemnify, hold harmless, and defend the other Party, along with the other Party’s officers, directors, employees, and agents, against all claims, liabilities, losses, costs, and all other legal and non-legal expenses, including without limitation, reasonable attorney’s fees and costs and insurance deductibles, whether or not involving a third-party claim, arising directly or indirectly from (a) the Party’s breach or violation of any representation, warranty, or obligation under this Agreement, (b) the negligent or grossly negligent intentional act or omission of the Party or any of the Party’s directors, officers, employees, or agents that result from or arise out of this Agreement, or (c) the Party’s wrongful or unlawful acts.

#### 1.20 Entire Agreement

This Agreement represents the entire Agreement between Discloser and Recipient and may not be modified, changed, or altered by any promise or statement by Discloser other than in a signed writing by both Parties.

#### 1.21 Severability

The Parties have attempted to limit the non-disclosure provisions so that they apply only to the extent necessary to protect legitimate business and property interests. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, that provision will be considered removed from this Agreement; however, the remaining provisions will continue to be valid and enforceable according

to the intentions of the Parties. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### 1.22 Waiver

The waiver by Discloser of a breach of any provision of this Agreement by Recipient will not be considered as a waiver of rights with respect to any subsequent breach by Recipient.

#### 1.23 Successors and Assigns

This Agreement is not assignable by Recipient without the express prior-written permission of Discloser. This Agreement binds and insures to the benefits the heirs, successors, and assignees of the Parties.

#### 1.24 Governing Law

Recipient agrees and acknowledges that all provisions of this Agreement will be governed by and construed in accordance with the laws of the State of **[Delaware/ Virginia]**.

#### 1.25 Equitable Relief and Remedies

Recipient acknowledges that any breach of this Agreement will cause substantial and irreparable harm to Discloser for which money damages would be an inadequate remedy. Accordingly, Discloser will in any such event be entitled to seek injunctive and other forms of equitable relief to prevent such breach and the prevailing Party will be entitled to recover from the other, the prevailing Party's losses, damages, and costs, including, without limitation, reasonable attorney's fees and costs, incurred in connection with enforcing this Agreement, in addition to any other rights or remedies available at law, in equity, or by statute.

#### 1.26 Dispute Resolution

The Parties acknowledge that they will first attempt to resolve any dispute resulting from or arising out of this Agreement through friendly consultation between one another. If friendly consultation fails to resolve the dispute, the Parties agree to submit the dispute to mediation conducted in accordance with the mediation procedures of the American Arbitration Association (AAA). The parties agree to share equally in the costs of the mediation. If mediation again fails to resolve the dispute, the Parties agree to share equally in the cost of the mediation. If mediation again fails to resolve the dispute, the Parties agree to submit the dispute to binding arbitration in accordance with the terms set forth in Exhibit A, attached hereto and incorporated herein by reference, which the Parties agree to execute contemporaneously with this Agreement.

#### 1.27 Descriptive Headings

The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Parties.

### 1.28 Time of Essence

Time is of the essence in this Agreement.

### 1.29 Notice

Any notice required or permitted under this Agreement must be in writing and delivered in accordance with the provisions of this paragraph. Such notice, if delivered by electronic mail, will be delivered to Discloser at [Karen.Baez@cyberadeptness.com](mailto:Karen.Baez@cyberadeptness.com) or to Recipient at **[client e-mail]**. Such notice, if delivered by personal delivery or U.S. mail, will be delivered to the Parties at the addresses specified below:

<b>DISCLOSER ADDRESS</b>	CyberAdeptness LLC c/o Karen Y. Baez  The Registered Agent on file for this company is:  United States Corporation Agents, Inc. 1521 Concord Pike #301 Wilmington, DE 19803  The company's File Number is listed as <a href="#">5068522</a> .
<b>RECIPIENT ADDRESS</b>	<b>[Client]</b>

### 1.30 Counterparts; Electronic Signature

This Agreement may be executed in counterparts, including by fax, email, or other facsimile, each an original but all considered part of one Agreement. Electronic signatures placed upon counterparts of this Agreement by a Party or their approved agent will be considered valid representation of that Party's signature.

### 1.31 Signatories

This Agreement shall be executed by \_\_\_\_\_, on behalf of \_\_\_\_\_ and \_\_\_\_\_ and delivered in the manner prescribed in section 1.27 Notice and/or 1.28 Counterparts; Electronic Signatures, whichever is easier.

## 2 NDA Acknowledgement

Recipient acknowledges that Recipient has carefully read and understood the provisions of this Agreement and understand that Recipient has the right to seek independent advice at Recipient's expense or to propose modifications prior to signing the Agreement and has negotiated proposed modifications to the extent Recipient deems necessary. Nothing contained in this Agreement creates a contractual right to a continued contact for a definite term. Recipient represents and warrants that Recipient has entered into this Agreement voluntarily and after consulting an attorney or legal advisor.

### DISCLOSER

### RECIPIENT

---

**Signature**

---

**Signature**

---

**Print Name**

---

**Print Name**

---

**Title**

---

**Title**

---

**Date**

---

**Date**



## 3 Exhibit A- Arbitration Agreement

### 3.1 Promise to Arbitrate

In consideration of the benefits described in the NON-DISCLOSURE AGREEMENT (the **“Agreement”**) effective as of [Click here to enter a date](#).by and between CyberAdeptness LLC (hereinafter referred to as **“Discloser”** and \_\_\_\_\_ (hereinafter referred to as **“Recipient”** or **“you”**) (Discloser and Recipient together are the **“Parties”**, each a **“Party”**), along with Discloser’s subsidiaries, parents, joint ventures, affiliated entities, and includes its successors and assigns or any such related entities on the same date hereto and into which this Exhibit A is incorporated, Discloser and Recipient hereby agree that any controversy or claim arising under federal, state, and local statutory or common or contract law between Discloser and Recipient involving the construction or application of any of the terms, provisions, or conditions of the Agreement, including, but not limited to, breach of contract, tort, and/or fraud, must be submitted to arbitration in accordance with the terms of the Agreement.

### 3.2 State or Federal Court

If any claim or cause of action at law or in equity is filed by either Party in any state or federal court which results in arbitration being compelled and/or the claim or cause of action being dismissed, stayed and/or removed to arbitration pursuant to this Agreement, the Party who instituted the claim or cause of action in state or federal court, either wholly or in substantial part, will, at the discretion of the arbitrator(s), reimburse the respondent for its reasonable attorney’s fees, costs, and necessary disbursements to the extent permitted by law, in addition to any other relief to which it may be entitled, related to the state or federal court claim or action.

### 3.3 Arbitration; Recovery

Including the initial filing fee, the cost of arbitration will be borne by the claimant. If an arbitration or any action at law in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party, either wholly or in substantial part, will, at the discretion of the Arbitrator, be entitled to its reasonable attorney’s fees, costs, and necessary disbursements to the extent permitted by law, in addition to any other relief to which it may be entitled.

### 3.4 Location

All claims will be submitted to and administered by the American Arbitration Association’s Case Management Center located closest to Discloser’s principal place of business.

### 3.5 Rules

The arbitration will comply with and be governed by the American Arbitration Association’s Commercial Arbitration Rules (the **“Rules”**) effective as of the execution date below, to the extent such Rules are not contrary to the express provisions of this Agreement. The Parties also agree that the American Arbitration Association’s Optional Rules for Emergency Measures of Protection (the **“Emergency Rules”**) will apply to proceedings brought by either party. The Rules and Emergency Rules can be found at the American Arbitration Association’s website by following the link at <https://www.adr.org>. You acknowledge that you have read these Rules and Emergency Rules and that it is your responsibility to be familiar with them prior to signing this

Agreement. If you are unable to access the Rules and/or Emergency Rules at the above website, you can request a copy of them from a Discloser official prior to signing the Agreement.

### 3.6 Governing Law

The Parties agree and acknowledge that all provisions of this Agreement will be governed by and construed in accordance with the laws of the State of [Virginia/ Delaware] exclusively and without reference to principles of conflict of laws. The Federal Arbitration Act (the “**FAA**”) will supersede state laws to the extent inconsistent. Any claim involving the construction or application of this Agreement must be submitted to arbitration within the statute of limitations period for such claim under [Virginia/ Delaware] state law and will be dismissed if the statute of limitations period is not met. The arbitrator(s) will have no authority to apply the law of any other jurisdiction.

### 3.7 Arbitrator

Any dispute will be heard and determined by one arbitrator, unless both Parties mutually consent in writing signed by Recipient and an authorized representative of Discloser to a panel of three (3) arbitrators. Unless both Parties mutually consent otherwise, the Parties agree and request that the arbitrator(s) issue a reasoned award in accordance with Commercial Arbitration Rule R-42 (b).

## 4 Exhibit A Acknowledgement

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHT TO A JURY TRIAL.

### DISCLOSER

### RECIPIENT

---

Signature

---

Signature

---

Print Name

---

Print Name

---

Title

---

Title

---

Date

---

Date