



**Find Me Here, Inc.
1850 Ashton Blvd.
Lehi, Utah 84043**

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the “**Agreement**”), dated as of January 16, 2024, is entered into by and between Find Me Here, Inc. (the “**Disclosing Party**”) and __ (the “**Receiving Party**”) with respect to the Receiving Party’s participation, involvement and/or close proximity to the Disclosing Party’s projects, ideas and concepts (collectively, the “**Project**”). In connection therewith, the Receiving Party will have access to certain Confidential Information (as defined below). As a condition to the Receiving Party participating in the Project, the Receiving Party hereby agrees as follows:

1. Confidential Information.

(a) As used herein, “**Confidential Information**” means all information and materials which the Receiving Party observes, receives or acquires from or on behalf of the Disclosing Party including without limitation, the fact of and contents of this Agreement and/or any information or materials concerning, or relating to, Disclosing Party, exhibitor, and/or the Project, regardless of the form or manner in which such information is learned or acquired by the Receiving Party. Confidential Information shall include, without limitation, all notes, budgets, production schedules, financing plans, and creative discussions in connection with or related to the Project, and any other information related to the Disclosing Party’s projects in whatever stage of development, production, and/or exploitation, material terms of third party agreements, licensees, clients, buyers, business plans, concepts, ideas, financial and other data, technology, know-how, products, services, markets, other business information, and/or the Receiving Party’s participation in connection with the Project. Confidential Information shall be deemed to include all materials prepared by or contributed by the Receiving Party which contain or are based upon Confidential Information.

(b) Confidential Information will not include information which the Receiving Party can demonstrate: (i) is or becomes publicly available through no fault of the Receiving Party; (ii) was known by the Receiving Party prior to disclosure to the Receiving Party; or (iii) properly comes into the Receiving Party’s possession from a third party which the Receiving Party knows is not under any obligation to maintain the confidentiality of such information, or (iv) is independently developed by the Receiving Party without use of or any of the Disclosing Party’s Confidential Information.

2. Non-Disclosure.

(a) The Receiving Party agrees that it will: (i) hold the Confidential Information in strict confidence and only use the Confidential Information for the Project in strict compliance with this Agreement; (ii) not disclose the Confidential Information to any person or entity; and (iii) take all protective measures necessary to safeguard Confidential Information. Notwithstanding the preceding sentence, the Receiving Party may disclose Confidential Information to its employees, agents, affiliates, advisors and representatives who have a bona fide need to know (collectively, “**Representatives**”), but only to the extent necessary to carry out the Project, and only to the extent such Representatives have been advised about the confidential or proprietary nature of the Confidential Information and agree to be bound by this Agreement. The Receiving Party shall ensure that its Representatives comply with this Agreement and shall be responsible for any breach of this Agreement by its Representatives.

(b) If the Receiving Party receives a request or is required to disclose all or any part of the Confidential Information pursuant to the terms of a valid and effective subpoena, order or similar process, the Receiving Party agrees to (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such a request or requirement, (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such

request or requirement, and (iii) if disclosure of such information is required, disclose any such information which the Receiving Party is advised by legal counsel is legally required to be disclosed and will exercise its reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such information.

(c) The Receiving Party nor any of its representatives shall bring or use any cameras or audiovisual recording devices to any of the Disclosing Party's offices, sets, or locations without the Disclosing Party's prior written consent, which the Disclosing Party may grant or withhold in its sole discretion. In the event the Disclosing Party has granted such written consent, the copyrights in all photographs, audiovisual recordings, social media, and app made by me or any representative of me at any of the Disclosing Party's offices, sets, or locations shall belong solely to the Disclosing Party, and the Receiving Party shall not display, exhibit, or distribute, or authorize the display, exhibition, or distribution of, any such photographs or audiovisual recordings publicly for any purpose whatsoever.

3. **Acknowledgements.**

(a) The Receiving Party hereby acknowledges that all Confidential Information is and will remain the sole property of the Disclosing Party and agrees that nothing contained in this Agreement will be construed as granting to the Receiving Party any rights, by license or otherwise, to any Confidential Information of the Disclosing Party. The Receiving Party understands and acknowledges that the Disclosing Party is not making any representation or warranty, express or implied, as to the accuracy or completeness of Confidential Information disclosed hereunder.

(b) The Receiving Party may provide materials (including, ideas, suggestions or other information) as a result of creative discussions with the Disclosing Party (collectively, the "**Material[s]**"). The Receiving Party acknowledges that other persons including other employees of the Disclosing Party may have submitted to the Disclosing Party or to others or made public, or may hereafter originate and submit or make public, material similar to the Materials which the Disclosing Party shall have the right to use, and the Receiving Party understands that in the absence of a separate agreement between the parties, the Receiving Party will not be entitled to any compensation in the event of the Disclosing Party's use of such other similar material and the Receiving Party hereby waives any such claim that the Disclosing Party misappropriated any ideas or portions of the Material in any Company programs or activities.

(c) The Receiving Party acknowledges that the Disclosing Party is not agreeing to refrain from, or to compensate the Receiving Party for, the use of any elements of the Material which are obtained from, or independently created by, another source or which are not protected by copyright laws, including, by way of illustration, ideas, concepts, historical or factual matters, or other public domain elements or aspects of the Material (whether or not the Disclosing Party obtains or has obtained such ideas and/or other public domain elements from other sources).

(d) Nothing in this Agreement nor in any discussion or disclosures made shall be deemed a commitment by the Disclosing Party to disclose any information or to engage in any business relationship, contract or future dealing.

4. **Remedies.** The Receiving Party acknowledges and agrees that the unauthorized use or disclosure of Confidential Information and/or any breach or threatened breach of this Agreement, will cause irreparable harm and/or significant injury to the Disclosing Party for which money damages may be inadequate and/or difficult to ascertain. Accordingly, the Receiving Party agrees that in the event of a breach or threatened breach of this Agreement, the Disclosing Party shall have the right to obtain an immediate injunction enjoining such breach without being required to post a bond or other security and without being required to show proof of actual damages. The remedies in this section shall be in addition to and not in lieu of, any other remedies available to the Disclosing Party, including but not limited to monetary damages.

5. **Return of Materials.** Upon termination of the parties' business relationship or discussions regarding the Project, or at any time upon the Disclosing Party's request, the Receiving Party will promptly return to the Disclosing Party all copies of Confidential Information in tangible form that are in the Receiving Party's possession or control.

6. **Assignment.** This Agreement is non-assignable by the Receiving Party without the Disclosing Party's prior written consent. The Disclosing Party may freely assign, license, or otherwise transfer this Agreement, in whole or in part, and any or all of its rights hereunder to any person or entity.


7. **Miscellaneous.** No waiver by either party of any breach or non-performance by the other party of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement. This Agreement shall be governed by the laws of the State of Utah without giving effect to the conflicts of law principles thereof. This Agreement contains the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous agreements with respect to such subject matter. No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both of the parties. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ACCEPTED AND AGREED:

By: _____
Name:
Title:

ACCEPTED AND AGREED:



By: _____
Name:
Title: