

NONDISCLOSURE AGREEMENT

Internship Participant

THIS NONDISCLOSURE AGREEMENT – Internship Participant (this “Agreement”) is dated as of _____, 2021 and is entered into by and between _____, with an address of _____ (“Disclosing Party”) and _____, with an address of _____ (“Intern”), for the purpose of preventing the unauthorized disclosure by Intern of Confidential Information (as such term is defined below).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Confidential Information.** For purposes of this Agreement, “Confidential Information” shall mean any and all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged, whether specifically stamped, identified or labeled as such, or not, which may include, without limitation, material nonpublic information as defined under the federal securities laws, which information and materials are provided to Intern, or otherwise viewed, observed by or made available to Intern, in connection with Intern’s internship with Disclosing Party or affiliates or Disclosing Party, whether provided verbally, in writing, by electronic means, or in any other manner.

2. **Exclusions from Confidential Information.** Intern’s obligations under this Agreement do not extend to information that is (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Intern; (b) discovered or created by the Intern before disclosure by Disclosing Party; (c) learned by the Intern through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or (d) is disclosed by Intern with Disclosing Party’s prior express written approval. The parties agree that the foregoing items do not constitute Confidential Information as contemplated herein.

3. **Obligations of Intern.** Intern shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party, and shall not disclose same to any party whatsoever, in any fashion or manner or for any reason whatsoever. Intern shall not, without prior written approval of Disclosing Party, use for Intern’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Intern shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests such return in writing, and in any event at the conclusion of the internship.

4. **Time Periods.** The nondisclosure provisions of this Agreement shall survive for _____ years following the date of this Agreement.



5. **Relationships.** Unless separately established through the applicable internship arrangement, nothing contained in this Agreement shall be deemed to constitute either party a partner, co-venturer, or employee of the other party for any purpose.

6. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, such invalid or unenforceable provision shall be severed or limited as the case may be, and the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties hereto.

7. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter herein and supersedes all prior proposals, agreements, representations, and understandings. This Agreement shall not be amended except in writing signed by both parties.

8. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9. **Binding Effect.** This Agreement, and each party's obligations hereunder, shall be binding upon the parties hereto and their respective heirs, successors, and assigns.

10. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

IN WITNESS WHEREOF, the undersigned execute this Nondisclosure Agreement as of the date set forth above.

Disclosing Party:

Intern:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

