



## CONFIDENTIALITY AGREEMENT / NDA

07.12.2021

High Hero's Foundation

### AGREEMENT ON FINANCIAL INFORMATION, ACCOUNTS, IDEAS AND INVENTIONS

THIS AGREEMENT is entered into as of May 03, 2021 between High Hero's Foundation and TBD, the undersigned party. High Hero's Foundation now has and expects to discuss confidential and proprietary materials; client relationships and highly sensitive information of immeasurable value, which I recognize, must be carefully protected by High Hero's Foundation.

#### 1. High Hero's Foundation Confidential Materials and Information

The following materials and information, whether having existed, now existing, or to be developed or created during the term of my interaction with High Hero's Foundation are covered by this Agreement:

1.1. Business Procedures. All information concerning or relating to the way High Hero's Foundation conducts its business which is not generally known to the public (such as internal business procedures, any and all products, concepts, designs, specific fabrication practices, specific fabrication designs, materials specifications, finances or financial information by or through the company, controls, plans, licensing techniques and practices, supplier, subcontractor and prime contractor names and contracts and other vendor information, computer system passwords and other computer security controls, distributor information, information supplied by clients and customers of High Hero's Foundation and employee data) and the physical embodiments of such information (such as check lists, samples, services and operational manuals, contracts, proposals, print-outs, correspondence, forms, listings, ledgers, financial statements, financial reports, financial and operational analyses, financial and operational studies, management reports of every kind, databases, employment records, and any other written or machine-readable expressions of such information as are fixed in any tangible media).

#### 2. General Knowledge

The general skills, knowledge and experience gained during any interaction with High Hero's Foundation, and information publicly available or generally known within the industry or trade in which High Hero's Foundation competes, is not considered High Hero's Foundation confidential information.

#### 3. Obligations

During my interactions with High Hero's Foundation, I acknowledge and agree that I may have access to High Hero's Foundation's confidential information and materials and will occupy a position of trust and confidence with respect to High Hero's Foundation's affairs and business. I agree to take the following steps to preserve the confidential and proprietary nature of High Hero's Foundation confidential information and materials.

3.1. Non-Disclosure. During and after my interactions with High Hero's Foundation, I will not use, disclose or transfer any of High Hero's Foundation confidential information or materials other than as authorized by High Hero's Foundation within the scope of my duties with High Hero's Foundation, and will not use in any way other than in High Hero's Foundation's business any High Hero's Foundation confidential information, including information or material received by High Hero's Foundation from others and intended by High Hero's Foundation to be kept in confidence by its recipients. I understand that I am not allowed to sell, license or otherwise exploit any information (including software in any form), which embody or otherwise exploit in whole or in part any High Hero's Foundation confidential information or materials.



I acknowledge and agree that the sale, misappropriation, or unauthorized use or disclosure in writing, orally or by electronic means, at any time of High Hero's Foundation confidential Information obtained by me during the course of any interaction constitutes unfair competition. I agree and promise not to engage in unfair competition with High Hero's Foundation, either during these interactions or at any time thereafter. I further agree not to accept any employment or other professional engagement that likely will result in the disclosure of High Hero's Foundation confidential Information, even if inadvertent.

3.2. Disclosure Prevention. I will take all reasonable precautions to prevent the inadvertent or accidental exposure of High Hero's Foundation confidential Information.

#### **4. Prior Restrictive Covenants and Use of Proprietary Information**

I represent and warrant that I am not bound by any restrictive covenants or other obligations to any person or entity that would in any way prevent or restrict me from performing any duties or services for High Hero's Foundation to the fullest extent of my knowledge and ability. I also agree not to disclose to High Hero's Foundation or use in High Hero's Foundation's business any information or material relating to the business of any third person and intended by that person not to be disclosed to High Hero's Foundation.

#### **5. Conflicting Obligations and Rights**

I agree to inform High Hero's Foundation of any apparent conflicts in discussing High Hero's Foundation and (a) any obligations I may have to preserve the confidentiality of another's proprietary information or materials or (b) any rights I claim to any inventions or ideas before using the same on High Hero's Foundation's behalf. Otherwise, High Hero's Foundation may conclude that no such conflict exists, and I agree thereafter to make no such claim against High Hero's Foundation. High Hero's Foundation shall receive such disclosures in confidence and consistent with the objectives of avoiding any conflict of obligations and rights or the appearance of any conflict of interest.

#### **6. Enforcement**

I acknowledge and agree that the restrictions contained in this Agreement are reasonable and necessary to protect the business and interests of the High Hero's Foundation and that any violation of these restrictions would cause High Hero's Foundation substantial irreparable injury. Accordingly, I agree that a remedy at law for any breach of the covenants or other obligations in this Agreement would be inadequate and that High Hero's Foundation, in addition to any other remedies available, shall be entitled to obtain preliminary and permanent injunctive relief to secure specific performance of such covenants and to prevent a breach or contemplated or threatened breach of this Agreement without the necessity of proving actual damage and without the necessity of posting bond or security, which I expressly waive. I will provide High Hero's Foundation a full accounting of all proceeds and profits received by me as a result of or in connection with a breach of this Agreement. Unless prohibited by law, High Hero's Foundation shall have the right to retain any amounts otherwise payable by High Hero's Foundation to me to satisfy any of my obligations as a result of any breach of this Agreement. I hereby agree to indemnify and hold harmless High Hero's Foundation from and against any damages incurred by High Hero's Foundation as assessed by a court of competent jurisdiction as a result of any breach of this Agreement by me. It is the express intention of the parties that the obligations of this Agreement shall survive the termination of my employment. I agree that each of my obligations specified in this Agreement is a separate and independent covenant that shall survive any termination of this Agreement and that the unenforceability of any of them shall not preclude the enforcement of any other covenants in this Agreement. In the event it becomes necessary to resort to legal action to enforce any rights under this Agreement or to obtain relief or damages for the breach of any covenant hereof, the prevailing party shall be entitled to recover from the losing party its reasonable attorney's fees along with all costs and expenses pertaining to the action.



**7. Forum Selection**

At all times each party to this Agreement (a) irrevocably submits to the exclusive jurisdiction of a Montana Court or Federal court sitting in Yellowstone County, Montana, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, and irrevocably agrees that all claims in respect of any such action or proceeding may be heard and determined in such Montana or Federal court; (b) to the extent permitted by law irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to such party at the address set forth in this Agreement; (c) to the extent permitted by law irrevocably confirms that service of process out of such courts in such manner shall be deemed due service upon such party for the purposes of such action or proceeding; (d) to the extent permitted by law irrevocably waives (I) any objection such party may have to the laying of venue of any such action or proceeding in any of such courts, or (II) any claim that such party may have that any such action or proceeding has been brought in an inconvenient forum; and (e) to the extent permitted by law irrevocably agrees that a final no appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section shall affect the right of any party hereto to serve legal process in any manner permitted by law.

**8. General Terms**

This is my entire agreement with High Hero's Foundation with respect to its business matters, subject matter and its date, superseding any prior oral or written, express or implied negotiations and agreements, and its terms will be governed by the laws of the state of Montana without regard to conflict of law's provisions. The agreement may not be changed in any respect except by a written agreement signed by both TBD and the President of High Hero's Foundation. If any provision of the agreement is held to be invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

The delay or omission by High Hero's Foundation or TBD in exercising its rights under this Agreement, or the failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party, shall not be deemed a waiver of any terms, covenants or conditions of this Agreement, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all times or any other time.

By my signature below, I acknowledge that I have reviewed this agreement carefully and understand that the covenants and obligations it contains are binding on me.

High Hero's Foundation \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Name: \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_

THANKING VETERANS, ONE HOME AT A TIME

