



Non-Disclosure Agreement (NDA)

The following terms of this NDA between SeStructures LLC (SeS) and _____ (Recipient) apply when SeS discloses confidential information to the Other Party. This NDA is effective as of the latter of the two dates in the signature blocks at the end of this document.

RECIPIENT SHALL NOT:

- DISCUSS, DISCLOSE, PUBLISH OR DISSEMINATE ANY DISCLOSER CONFIDENTIAL INFORMATION;
- USE SeS' CONFIDENTIAL INFORMATION EXCEPT FOR THE PURPOSE FOR WHICH IT WAS DISCLOSED;
- MENTION SeS OR DISCLOSE OUR RELATIONSHIP, INCLUDING, WITHOUT LIMITATION, IN MARKETING MATERIALS, PRESENTATIONS, PRESS RELEASES OR INTERVIEWS; OR
- ACCESS SeS CONFIDENTIAL INFORMATION, COMPUTER SYSTEMS, INCLUDING, WITHOUT LIMITATION, ELECTRONICALLY, UNLESS SPECIFICALLY DIRECTED TO DO SO BY SeS.
- CONTACT OR SOLICIT ANY OF SeS' EMPLOYEES, CLIENTS, OR CONTACTS FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, RECRUITING EMPLOYEES OR CONTRACTORS, SOLICITING CONTRACTS, WORK, OR EMPLOYMENT UNLESS SPECIFICALLY DIRECTED OR AUTHORIZED IN WRITING TO DO SO BY SeS.
- In addition to the above, the Recipient agrees not to directly or indirectly solicit, hire, or engage any employees or contractors of SeStructures LLC for a period of five years following the termination of this agreement. This prohibition includes, but is not limited to, offering employment or contracts to SeStructures LLC's employees or contractors without SeStructures LLC's written consent. Should the Recipient breach this clause, they shall compensate SeStructures LLC with an amount equivalent to 2,080 hours of the solicited person's fully burdened rate, as previously billed to the Recipient. This measure is intended to cover the potential loss and costs associated with recruiting and training a replacement, and does not preclude SeStructures LLC from seeking further legal remedies.

Exceptions to Obligations. Recipient may disclose, publish, disseminate, and use Confidential Information:

- a) to its employees or contractors who have a need to know and who have a written agreement with recipient requiring them to treat SeS' confidential information in accordance with this NDA;
- b) to the extent required by law; however, recipient will give SeS prompt notice to allow SeS a reasonable opportunity to obtain a protective order;
- c) or that is developed independently or already in Recipient's possession without obligation of confidentiality; obtained from a source other than SeS without obligation of confidentiality; or publicly available when received, or subsequently becomes publicly available through no fault of Recipient.

Disclosure to Recipient. Confidential Information may be disclosed to Recipient in multiple ways, including but not limited to: in writing, by delivery of items, by initiation of access to Confidential Information such as may be in a data base, or by oral or visual presentation, email or other transmission. Confidential Information may be marked with a restrictive legend of SeS; identified as confidential at the time of disclosure or in a follow up writing; or be information that a reasonable person would recognize from the surrounding facts and circumstances to be proprietary or confidential. Examples of confidential information include, but are not limited to, design data, technical or business information, computer models or simulations, computer system access codes or software codes.

Confidentiality Period. Confidential Information disclosed to Recipient will be subject to this NDA for so long as such information remains confidential or proprietary to SeS.

No Rights or License. Neither this NDA nor any disclosure of confidential information made under it grants Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by SeS.

Export Control. Recipient's obligations under this NDA are subject to and in addition to those imposed by applicable export control laws and regulations. Nothing in this NDA shall be deemed or interpreted to authorize any export of Confidential Information.

Termination. Either of us may terminate this NDA by providing 30 days written notice to the other party. Any terms of this NDA which by their nature extend beyond its termination remain in effect until fulfilled. Upon request from SeS, Recipient will return or destroy all Confidential Information.

Breach and Remedies. We both agree that monetary damages would be inadequate to compensate SeS for any breach of this NDA and that any such breach shall cause irreparable injury to SeS. In addition to any other remedies that may be available for such breach, and without proving actual damages, SeS shall be entitled to obtain injunctive relief against the continued or threatened breach of this NDA. In addition, SeS shall be entitled to liquidated damages of \$100,000 for any mention of SeS or disclosure of our relationship in any way without SeS' written consent, such amount not intended to be a penalty and which the parties agree represent a fair and reasonable estimate of the damages caused by such breach.

Disputes. All disputes and controversies arising out of this NDA that are unable to be resolved through negotiation shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). The dispute shall be heard and determined by one impartial arbitrator, who shall be selected by the AAA. The federal rules of civil procedure shall apply, to include depositions, with respect to the arbitration. Any arbitration hearings shall take place in the Orlando FL metropolitan area, on an expedited basis. The findings of the arbitrators shall be final and binding upon both of us. Any award of arbitration may include attorneys' fees and costs, including but not limited to expert witness fees, payable to the prevailing party in the arbitration, as determined by the arbitrators. Notwithstanding the above, the parties reserve the right to obtain injunctive relief in a court of law prior to initiating arbitration, and reserve the right to file claims in federal court under the Defend Trade Secrets Act of 2016.

General.

- a) This NDA does not require either of us to disclose or receive Confidential Information, perform any work, or enter into any business engagement or other agreement.
- b) Neither of us may assign our obligations under this NDA without prior written consent. Any attempt to do so is void.
- c) Only a written agreement signed by both of us can modify this NDA.
- d) The laws of the State of Florida shall govern this NDA, without regard to conflict of law principles.
- e) This NDA is our complete agreement regarding Confidential Information, and replaces all our prior agreements thereon.

Each of us accepts the terms of this NDA by signing below. Any reproduction of this NDA made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original and all disclosures of Confidential Information under this NDA are subject to it.

By: **Ian Rivard for
SeStructures
LLC**

Ilan Rivard for SeStructures LLC

Digitally signed by Ian Rivard for
SeStructures LLC
DN: cn=Ian Rivard for SeStructures
LLC, o=ou,
email=Ian.Rivard@SeStructures.com
, c=US
Date: 2024.03.06 05:40:31 -05'00'

By: _____
Name: _____

Date: _____