

**MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Mutual Confidentiality and Non-Disclosure NDA ("**NDA**") is between Resound Networks, LLC, a Texas limited liability company, whose principal office is 100 N. Cuyler Street, Pampa, Texas 79065, and \_\_\_\_\_, a \_\_\_\_\_, whose principal office is \_\_\_\_\_, (City), (State), (Zip Code).

1. The purpose of this NDA is to allow the parties to freely communicate and share Confidential Information, defined below, while establishing or maintaining a business relationship; and, if such a relationship is formed, to allow the parties to use the Confidential Information disclosed **ONLY** in and for the performance of their respective obligations to the other (hereinafter, the "**Purpose**"). The parties may be referred to herein as a "**Disclosing Party**" of Confidential Information or a "**Recipient**" of Confidential Information. Nothing in this NDA is a commitment by either party that the parties will, in fact, enter a business relationship; this NDA is merely to facilitate the Purpose, as defined.

2. This NDA is not intended to be unduly burdensome or to create traps for the unwary for either party. Instead, it is intended to offer reasonable assurances to a Disclosing Party that the Recipient will employ reasonable measures and safeguards under the circumstances to keep the Disclosing Party's Confidential Information from being wrongfully accessed, used, or disclosed for any purpose other than the Purpose. A Recipient shall safeguard the Disclosing Party's Confidential Information with at least the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care.

3. A party may only disclose the other party's Confidential Information to employees and/or officers; and its attorneys, accountants, financial advisors (collectively, "**Representatives**") who (a) need access to such Confidential Information for the Purpose; (b) are informed of its confidential nature; and (c) agree to be and are bound by written confidentiality obligations no less protective of the Confidential Information than the terms contained herein. Purely incidental access to a party's Confidential Information by either party's internal or external IT/network systems personnel are authorized so long as subpart (c), above, is met as to such incidental access. Recipient shall be liable or vicariously liable for its breach of the obligations in this paragraph.

4. As used in this NDA, the term "**Confidential Information**" means all non-public, proprietary, sensitive, and trade-secret information of a Disclosing Party—whether verbal, visual, written, electronic, or other tangible or intangible form. Notes, memos, analyses, summaries, and other compilations prepared by Recipient that contain, are based on, or that are derivative of or otherwise reflect Confidential Information, collectively, "**Notes**," shall also be treated as Confidential Information. Neither party makes any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to the Recipient hereunder, nor shall either be liable to the other (or any of its Representatives) relating to or resulting from the Recipient's use of any of the Confidential Information.

5. Confidential Information shall never include any information **(a)** that is or becomes generally available to the public—other than as a result of Recipient’s material breach of this NDA; **(b)** that is obtained by Recipient on a non-confidential basis from a third party who, to Recipient’s knowledge, was not legally or contractually restricted from disclosing such information; **(c)** that Recipient establishes, by documentary evidence, that the same was in Recipient’s possession *prior to* Disclosing Party’s disclosure hereunder; or **(d)** that Recipient establishes, by documentary evidence, that the same was or has been independently developed by Recipient without using any Confidential Information. (The same applies to Recipient’s Representatives.)

6. Recipient agrees to notify Disclosing Party, in writing, immediately, if possible—but not later than two (2) working days—of any notice or other awareness of unauthorized access, use, or disclosure of the Disclosing Party’s Confidential Information. The Recipient shall take all reasonable measures to mitigate any further unauthorized access, use, and/or disclosure. The parties each assume an obligation of transparency and disclosure regarding this obligation.

7. Applicable law may require disclosure of otherwise Confidential Information. If a Recipient (or any of its Representatives) is required by applicable law, including a valid subpoena, to disclose Confidential Information, the Recipient shall, before such disclosure, notify Disclosing Party so that Disclosing Party may seek, at its own expense, a protective order or other remedy. Recipient shall reasonably assist Disclosing Party.

8. This NDA expires two years and a day from the Effective Date, except as to obligations as to Confidential Information that a Disclosing Party considers to be a trade secret, which must be clearly delineated and marked **CONFIDENTIAL – HIGHLY CLASSIFIED**. Just because a Disclosing Party considers certain Confidential Information to be a trade secret, does not make it so; however, the obligations of a Recipient and its Representatives as to trade secrets shall survive until, if ever, such Confidential Information loses trade secret protection other than due to acts/omissions of Recipient or its Representatives.

9. When the Purpose no longer requires a Disclosing Party’s Confidential Information, such party may request that the Recipient securely delete/destroy such Confidential Information in Recipient’s possession. Disclosing Party may request that Recipient furnish written confirmation of compliance. However, Recipient may incidentally retain copies of Confidential Information stored on its IT backup and disaster recovery systems until the ordinary course deletion has occurred. In such case, Recipient shall continue to be bound by this NDA.

10. Disclosing Party shall always retain its rights, interests, and title in and to its Confidential Information. No disclosure of Confidential Information under this NDA will be construed as a license, assignment, or other transfer of any such right, title and interest to Recipient, its Representatives, or any other person/entity.

11. Texas law shall apply to this NDA. Each Party further irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this NDA in any forum other than the courts of the State of Texas sitting in Gray County, or, if such court does not have subject matter jurisdiction, the US District Court for the Northern District of Texas (Amarillo Division). Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action,

litigation, or proceeding only in such courts. If a Disclosing Party sends a cease-and-desist letter because it has a good faith basis to allege breach of this NDA, Recipient agrees to immediately preserve the last peaceable status (or status quo) in which Recipient's obligations under this NDA are scrupulously honored, and the Recipient treats the information at issue as Confidential. The Disclosing Party may contemporaneously or thereafter apply for injunctive relief, without posting a bond (or posting a nominal bond, if required), from a court of competent jurisdiction.

12. All notices relating to this NDA shall be in writing, addressed to the relevant party at the address set forth herein (or to such other address later specified in writing). All notices must be personally delivered, sent prepaid by nationally recognized courier, or sent by certified or registered mail, return receipt requested. Notice is effective upon receipt. The parties will provide a same-day courtesy copy via email at the email address, below.

13. This NDA constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, with respect to such subject matter. This NDA may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties. Neither party may assign any of its rights—or delegate any of its obligations—hereunder without the prior written consent of the other Party.

14. This NDA shall not be strictly construed against either party but shall be neutrally and narrowly construed in light of the Purpose for which it is being executed. If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

The parties hereto have executed this NDA as of the 08 day of May, 2024, the “**Effective Date**”.

**ACCEPTED AND AGREED TO:**

**Resound Networks, LLC**

**Other Party Name**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: Bryan Waldrup

By: \_\_\_\_\_

(Printed Name)

(Printed Name)

Its: Chief Operating Officer

Its: \_\_\_\_\_

(Title)

(Title)

Email Address: bryan@resoundnetworks.com

Email Address: \_\_\_\_\_

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