

EXPERT CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this “Agreement”) is made as of April 22, 2024 (“Effective Date”), by and between Intellex, LLC (hereinafter, the “Company”), and the individual signing this agreement (hereinafter, the “Expert”). Company and Expert may be referred to herein individually as a “party” and collectively as the “parties.” Intellex acquired Expert by Big Village in March 2024, and this agreement is inclusive to all experts who may have joined the Intellex network when it had a different company name (i.e. Expert by Big Village, Expert ENGINE, ORC Experts, Intota, etc.)

WHEREAS, the parties are entering into an arrangement for Expert to perform services for Company and/or its Clients, referred to collectively as the “companies,” which may require the companies, to disclose confidential or proprietary information or trade secrets (“Confidential Information”) to Expert;

NOW, THEREFORE, in consideration of the promises and the covenants contained herein, the parties hereby agree as follows:

1. Confidential Information. As used herein, “Confidential Information” shall mean any and all information, know-how and data, technical and non-technical, disclosed by the companies, or obtained by Expert, including, but not limited to: (a) patent and patent applications, (b) trade secrets, and (c) proprietary information such as ideas, samples, drawings, plans, products, services, processes, algorithms, software programs and source documents, and formulae related to current, future, and/or proposed products and services, and including, without limitation, information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customers, suppliers, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and any information the companies provide, whether disclosed or provided in oral, written, graphic, photographic, electronic, or any other form.

2. Non-Disclosure & Non-Use. Expert agrees that at all times it, except as approved in advance in writing by the companies:

- a. Will hold Confidential Information in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others;
- b. Will not disclose or divulge Confidential Information to others, directly or indirectly, unless first authorized to do so by the companies;
- c. Will not reproduce the Confidential Information nor use the Confidential Information commercially or for any purpose other than the performance of his/her duties for the companies;
- d. Will immediately notify the companies upon discovery of any loss or unauthorized disclosure of the Confidential Information.

3. Return or Destruction of all Information. Upon request, completion or cancellation of projects, or termination of Expert’s relationship with the companies, Expert shall promptly return or destroy the Confidential Information disclosed or obtained, as well as all notes, records, memoranda, correspondence files and copies, and all paper or electronic copies thereof, relating to the Confidential Information and upon request, provide written confirmation of the return or destruction of the same.

4. Ownership of Information and Disclaimer. Expert acknowledges and agrees the companies or applicable third-party owner is and shall remain the exclusive owner of the Confidential Information, and that no license or conveyance is made to Expert, nor are any rights in the Confidential Information granted or implied under this Agreement. Expert agrees that all Confidential Information developed by the Expert and/or companies in connection with the parties' relationship, shall, to the extent permitted by law, remain the sole and exclusive property of the companies.

5. Remedies. Expert recognizes and agrees that money damages may not be a sufficient remedy for any breach of this Agreement, and that the companies shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach, and Expert further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement by Expert but shall be in addition to all other remedies available. Expert agrees to indemnify, defend, and hold the companies harmless against any liability or damage to any of them resulting from the breach of this Agreement.

6. Governing Law & Venue. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Ohio without regard to conflicts of law principles. All litigation related to or arising out of this Agreement will only be brought exclusively in a federal or state court located in Cincinnati, Ohio and each party, for purposes of any such litigation, hereby submits to the jurisdiction and venue of that court.

7. Should any court of competent jurisdiction later consider any provisions of the Agreement to be invalid, illegal, or unenforceable, such provisions shall be considered severed from this Agreement. All other provisions, rights, and obligations shall continue without regard to the severed provision, provided that the remaining provisions of this Agreement are in accordance with the intentions of the parties.

IN WITNESS WHEREOF, the parties hereto agree to enter into this Confidentiality and Non-Disclosure Agreement as of the Effective Date.