

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT governs the disclosure of information by PrescientCo LLC, and its affiliated companies (the “Company”) to [_____] (the “Recipient”) as of [_____], 2022 (the “Effective Date”).

1. As used herein, “Confidential Information” shall mean any and all technical and non-technical information previously or hereafter provided by Company to Recipient (whether in writing, orally or visually) regarding the Company, including but not limited to, information regarding the Company’s patent and patent applications, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, current, future, and proposed products, samples, inserts, research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, business and marketing plans and information the Company provides regarding third parties.

2. The Recipient agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose nor in any way reproduce Confidential Information to any third party, except as approved in writing by the Company, and will use the Confidential Information for no purposes other than those for which the Company has expressly contacted Recipient. The Recipient shall not directly or indirectly use the Confidential Information for a business that is similar to or competitive with the Company. The Recipient shall only permit access to Confidential Information to those of its employees or authorized representatives (collectively “Representatives”) having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. The Recipient shall provide the Company a list of all Representatives that has access to Confidential Information. The Recipient shall immediately notify the Company in the event of any loss or unauthorized disclosure of any Confidential Information.

3. Upon termination or expiration of the Agreement, or upon written request of the Company, the Recipient shall promptly return to the Company all documents, notes and other tangible materials representing the Confidential Information and all copies thereof.

4. The Recipient recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The Recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information.

5. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information shall remain the property of the Company and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the Company.

This Agreement imposes no confidentiality obligations upon Recipient to Confidential Information which (i) is in the public domain at the time of disclosure by Company or is subsequently made available to the general public without restriction and without breach of this Agreement by Recipient or its Representatives, (ii) Recipient or its Representatives can demonstrate was, at the time of disclosure by Company, already in the possession of Recipient or its Representatives, (iii) was obtained by Recipient or its Representatives from a third party without a breach of such third party's (to Recipient's knowledge) or Recipient's obligations of confidentiality to Company, or (iv) Recipient can demonstrate was independently developed by Recipient or its Representatives without use of or reference to Company's Confidential Information.

6. This Agreement shall terminate three (3) year(s) after the Effective Date, or may be terminated by either party at any time upon thirty (30) days written notice to the other party. The Recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Recipient's heirs, successors and assigns.

7. During the term of this Agreement, Recipient agrees that it will not (i) directly or indirectly solicit the employment of any employee of the Company on behalf of Recipient or any other entity or individual, or otherwise interfere with the employment relationship between any such employee and the Company or (ii) solicit, induce, or entice any of the Company's employees, agents, representative, consultants, contractors or customers to terminate or alter their relationship with the Company.

8. This Agreement shall be governed by and construed in accordance with the laws of Colorado without reference to conflict of laws principles. Any disputes under this Agreement may be brought in the state courts and the Federal courts located in Arapahoe County, Colorado, and the parties hereby consent to the personal jurisdiction and venue of these courts. This Agreement may not be amended except by a writing signed by both parties hereto.

9. The Recipient hereby agrees that breach of this Agreement will cause the Company irreparable damage for which recovery of damages would be inadequate, and that the Company shall therefore be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

10. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

11. The Recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company.

12. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Non-Disclosure Agreement to be signed.

PrescientCo LLC.

[Recipient]

By: _____

By: _____

Its: _____

Its: _____

Address: **Prescient®**
14401 W 65th Way Unit B
Arvada, CO 80004

Address: _____
