



NON DISCLOSURE AGREEMENT

By signing below, I certify to POLYMATH PRINCIPAL PARTNERS LP and its related companies (“P3”) that I agree, on behalf of myself and, where applicable, my company, to the following:

During the course of my interactions with P3, I acknowledge that I may have access to Confidential Information, and I agree not to use, remove from P3 premises, reproduce, disclose or otherwise make publicly available any Confidential Information without P3’s prior written consent. “Confidential Information” means any information or materials of P3 or its customers that I observe or is disclosed to me in any format during the course of my interactions with the company, including without limitation P3 processes, tools, business and marketing plans, as well as client, product, and service information.

I acknowledge that Confidential Information may further include, but is not limited to, tangible or intangible information related to a Party’s products, processes, methods, ideas, concepts, discoveries, designs, drawings, specifications, techniques, practices, models, diagrams, source code, object code, software, programs, know-how, technical data, research and development, or business and financial data.

I understand that the purpose of my interactions with P3 are in connection with general business discussions, during which time it may become necessary to exchange Confidential Information.

I understand that all Confidential Information is and shall remain the sole and exclusive property of the disclosing Party, and neither Party acquires any license, intellectual property rights, or legal or equitable interest in the other Party’s Confidential Information except for the limited right to make copies as necessary, and in accordance with this Agreement, for the Permitted Purpose.

I understand that all Confidential Information is provided “AS IS,” and neither Party makes any warranty regarding the accuracy, appropriateness or reliability of such information. The entire risk arising out of the use of the Proprietary Information remains with the receiving Party.

I will not use a camera, cell phone and/or any other device capable of recording or taking pictures to record any confidential information that may be disclosed to me, unless specifically authorized in writing by P3. Written authorization from P3 shall include specific details of what may be photographed or recorded.

I acknowledge that monetary damages may be an insufficient remedy for damages resulting from the unauthorized disclosure of Confidential Information and that the disclosing Party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or other equitable relief as may be deemed appropriate by a court of competent jurisdiction. Nothing herein shall be construed as prohibiting the disclosing Party from pursuing any other available remedy for unauthorized disclosure or for breach or threatened breach of this Agreement.



I have reviewed, understood and agreed to abide by P3's Non Disclosure Agreement.

Company: _____

Name: _____

Signature: _____

Date: _____