

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made as of [_____, 2022] ("Effective Date") by and between NewLine.ai, LLC, a Delaware limited liability company having its principal office at 301 Government Center Drive, Suite 200, Wilmington, NC 28403, and [_____] , a [_____] with its principal office at [_____] , individually referred to as a "Party" and together referred to as the "Parties".

Whereas either Party to this Agreement, in the course of preliminary discussions with and/or during the course of a subsequent written agreement with the other Party, may receive certain Confidential Information (as defined below) from the other Party, the Parties agree to the following:

1. For the purposes of this Agreement:

(a) The term "Confidential Information" means (i) any information, whether written, electronic, or oral, disclosed by one Party to the other Party and which is not in the public domain, including but not limited to information about the disclosing Party's current and planned businesses, services, products, processes, formulas, designs, formats, marketing plans and materials, analyses, strategies, forecasts, research, underwriting criteria, employees, contractors, names, addresses, and any other characteristics, identifying information, or aspects of the disclosing Party's customers, or any information derived therefrom, (ii) information protected by law in whole or in part from disclosure to third Parties including, without limitation, "nonpublic personal information" within the meaning of the Gramm-Leach-Bliley Act (the "Federal Privacy Act") and, in particular, 15 U.S.C. §6809(4) thereof and the regulations adopted thereunder from time to time, and (iii) notes, analyses, compilations, reports, summaries, and other materials prepared by or for receiving Party or its Representatives that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing.

(b) The term "Confidential Information" does not include (i) information known to the receiving Party prior to the Effective Date, (ii) information that becomes publicly known (other than through unauthorized disclosure) during the term of the Agreement, (iii) information lawfully received by the receiving Party from a third party free of any obligation of confidence to the third party when the third party had the right to provide the information to the receiving Party, (iv) information that is required to be disclosed by law or in a judicial or administrative proceeding, in which case the receiving Party shall use commercially reasonable efforts provide the disclosing Party with prompt written notice so that the disclosing Party may seek a protective order or other remedy, or (v) information developed subsequent to the Effective Date by the receiving Party independently and without reference to Confidential Information.

(c) The term "Representatives" means a Party's officers, directors, associates, affiliates, employees, agents, assigns, representatives, and others who are made aware of the Confidential Information or otherwise receive commercially sensitive information to be shared by the Parties.

2. Each Party hereby agrees to hold in strict confidence and trust all Confidential Information provided by the other Party and protect such Confidential Information with at least the same degree of care as the receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Each receiving Party agrees not to directly or indirectly use, disclose, sell, rent or otherwise provide to any third party any such Confidential Information or anything related to such Confidential Information, without the prior written consent of the disclosing Party, except for disclosures to Representatives who need to know the Confidential Information for purposes of the preliminary discussions and who are informed of the confidential nature of the Confidential Information.

3. By executing this Agreement, each Party agrees to be bound by its terms, which are also binding upon each Party's Representatives, and each Party agrees to be responsible for the acts or omissions of its Representatives in violation of this Agreement.

4. When requested in writing by a disclosing Party, the receiving Party agrees to either return to the disclosing Party any and all Confidential Information received from the disclosing Party, including any and all copies or duplicates of the Confidential Information, or to destroy the same.

5. Each Party agrees that from and after the Effective Date and until the earlier to occur of (a) that date which is two (2) years after the Parties break off preliminary discussions or (b) that date which is two (2) years after the Parties terminate any subsequent written agreement, a Party will not (a) interfere with the contractual relations between the other Party and the other Party's employees, or (b) attempt to hire, employ or associate any person employed by the other Party or who has left the employment of the other Party within the preceding three (3) months or (c) discuss any potential employment or business association with such person, even if the Party so bound did not initiate the discussion or seek out the contact. The provisions of this section 5 shall survive the expiration of this Agreement.

6. This Agreement will be governed by and construed according to the laws of the State of North Carolina and the Parties each hereby expressly consents to the personal jurisdiction of the state and federal courts located in North Carolina for any lawsuit filed there against him or it and arising from or related to this Agreement.

7. If any portion of this Agreement or the application thereof is construed to be invalid or unenforceable under applicable law, then the other portion(s) of this Agreement or the application thereof shall not be affected thereby and shall be given full force and effect without regard to the invalid or unenforceable portions. If any portion of this Agreement is determined to be unenforceable, then such portion of this Agreement shall be automatically modified to provide an affected Party with the maximum protection of its business interests allowed by applicable law, and the Parties shall be bound by the Agreement as so modified. If either Party commences legal proceedings to interpret or enforce the terms of this Agreement, the prevailing Party will be entitled to recover reasonable court costs and legal fees.

8. This Agreement contains the entire understanding of the Parties hereto with respect to the subject matter hereof, supersedes any prior oral or written agreements with respect to such, and may only be modified in writing. This Agreement shall remain in full force and effect until the earlier of (i) the date on which a subsequent written agreement, if any, expressly providing for confidentiality, non-solicitation or non-circumvention is executed by the Parties hereto; or (ii) two (2) years from the date of this Agreement. Upon the expiration of the/a two (2) year term, this Agreement will automatically renew for two (2) additional years from that expiration date unless terminated in writing prior to the expiration date by either Party. The Parties hereto recognize that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement or as making any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed.

9. Each Party acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by such Party or its Representatives. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

Signatures on Following Page

[_____]

By: _____

Name: _____

Title: _____

NewLine.ai, LLC

By: _____

Name: _____

Title: _____