

Name: _____ Attorney Name: _____ Date: _____

Signature: _____ Attorney Signature: _____ Date: _____

This Nondisclosure Agreement (this “Agreement”) is entered into by the individual named above (“you”) for the benefit of CalenDarer LLC and its Affiliates (CalenDarer.cloud). In connection with your business relationship with CalenDarer LLC, you may receive information regarding CalenDarer LLC’s operations and businesses. In consideration of the receipt of such information, you agree as follows:

1. Confidential Information.

“Affiliate” means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with that entity, and “Confidential Information” means all nonpublic information relating to CalenDarer LLC or disclosed by CalenDarer LLC or its affiliates to you that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

2. Exclusions.

Confidential information excludes information that (a) is or becomes publicly available without breach of this Agreement, (b) can be shown by documentation to have been known to you at the time you received it from CalenDarer LLC, (c) is disclosed to you by any third party who did not acquire or disclose such information by a wrongful or tortuous act, or (d) can be shown by documentation to have been independently developed by you without reference to any Confidential Information.

3. Use of Confidential Information

You may use Confidential Information only in pursuance of your business relationship with CalenDarer LLC. Except as provided in this Agreement, you will not disclose Confidential Information to anyone without CalenDarer’s prior written consent. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature.

4. Disclosures to Government Entities

You may disclose Confidential Information as required to comply with orders of governmental entities with jurisdiction over you, if you (a) give CalenDarer LLC prior written notice sufficient to allow CalenDarer LLC to seek a protective order or other remedy (except to the extent that your compliance with the forgoing would cause you to violate an order of the governmental entity or other legal requirement), (b) disclose only such information as is required by the governmental entity, and (c) use commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

5. Ownership of Confidential Information

All Confidential Information will remain the property of CalenDarer LLC. CalenDarer’s disclosure of Confidential Information will not constitute an express or implied grant to you of any rights to or under CalenDarer’s patents, copyrights, trade secrets, trademarks or other intellectual property rights. You will not use any trade name, trademark, logo or any other proprietary rights of CalenDarer LLC (or an of its Affiliates) in any manner without prior written authorization of such use by a Vice President of CalenDarer LLC (or its applicable Affiliate). If you provide any suggestions, comments, ideas, improvements, or other feedback to CalenDarer LLC, you assign to CalenDarer LLC all right, title and interest in and to the same and will provide any assistance CalenDarer may require to document, perfect, and maintain these rights, and CalenDarer LLC will be free to use disclose, reproduce, modify, license, transfer and otherwise distribute and exploit any of the foregoing.

6. Notice of Unauthorized Use

You will notify CalenDarer LLC immediately upon discovery of any unauthorized use or disclose of Confidential Information or any other breach of this Agreement. You will cooperate with CalenDarer LLC in every way to help CalenDarer LLC to regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.

7. Return of Confidential Information

You will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following CalenDarer LLC's written request.

8. Injunctive Relief

You acknowledge that a breach of your obligations under this Agreement could cause irreparable harm to CalenDarer LLC to which monetary damages may be difficult to ascertain or an inadequate remedy. You agree that CalenDarer LLC will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

9. Scope; Termination

This Agreement covers Confidential Information received by you prior and subsequent to the date herof. This Agreement is effective as of the date Confidential Information is first received and will continue for three years, after which it automatically renews unless either party terminates this Agreement by providing at least 90 days prior written notice to the other party, provided, that your obligations with respect to Confidential Information will survive for five years following termination of this Agreement, and Section 5, 8, 9, and 10 will survive indefinitely and the confidentiality obligations of this Agreement will continue to apply to the Confidential Information for as long as the information continues to constitute a trade secret or does not otherwise fall within an exclusion described in Section 2.

10. Miscellaneous

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended, modified, or waived only with the mutual written consent of the parties. You may not assign this Agreement without CalenDarer LLC's prior written consent. If a provision of this Agreement is held invalid under applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect. This Agreement will be governed by internal laws of the State of Pennsylvania, without reference to its choice of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts in Montgomery County, Pennsylvania and each of the parties hereto consents to the personal jurisdiction of, and venue in, those courts. All notices hereunder will be in writing and will be sent by overnight courier, confirmed facsimile transmission, or certified mail. Notices to you will be delivered to the address set forth above. Notices to CalenDarer LLC will be delivered, Attn. General Counsel, to: 1 Centennial Sq., Haddonfield, NJ 08033; Fax No. (856) 795-0574.