

## NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

This Non-disclosure and Non-competition Agreement (this "**Agreement**") is made by and between JustHuynh Inc. (the "**Owner**") and the person completing this Business Development Intern Application (the "**Recipient**").

*Information will be disclosed to the Recipient to determine whether the Recipient could assist JustHuynh Inc. with the "**project**": Business Development Intern for JustHuynh application.*

In consideration for and as a condition of the undersigned being engaged as an independent contractor by JustHuynh Inc., the Owner has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient. Therefore, the parties agree as follows:

**I. CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information or material which is proprietary to the Owner, whether or not owned or developed by the Owner, which is not generally known other than by the Owner, and which the Recipient may obtain through any direct or indirect contact with the Owner. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Owner concerning the business, technology and information of the Owner and any third party with which the Owner deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, product algorithms, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights/trademarks and intellectual property, inventions, sales leads, marketing strategies, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

**A. "Confidential Information"** does not include:

- matters of public knowledge that result from disclosure by the Owner;
- information rightfully received by the Recipient from a third party without a duty of confidentiality;
- information independently developed by the Recipient;
- information disclosed by operation of law;
- information disclosed by the Recipient with the prior written consent of the Owner; and any other information that both parties agree in writing is not confidential.

**II. PROTECTION OF CONFIDENTIAL INFORMATION.** The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by the Owner by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Owner which provides the Owner with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of the Confidential Information, the Recipient agrees as follows:

**A. No Disclosure.** The Recipient will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Owner.

**B. No Copying/Modifying.** The Recipient will not copy or modify any Confidential Information without the prior written consent of the Owner.

**C. Unauthorized Use.** The Recipient shall promptly advise the Owner if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

**D. Application to Employees.** The Recipient shall not disclose any Confidential Information to any employees of the Recipient, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of the Owner.

**III. UNAUTHORIZED DISCLOSURE OF INFORMATION - INJUNCTION.** If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Owner shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential Information in whole or in part. The Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**IV. RETURN OF CONFIDENTIAL INFORMATION.** Upon the written request of the Owner, the Recipient shall return to the Owner all written materials containing the Confidential Information, retaining no copies or notes, relating to the Company's business including, but not limited to, reports, abstracts, lists, correspondence, information, computer files, computer disks, and all other materials and all copies of such material obtained by the Recipient during and in connection with its representation of the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the Company's business, whether prepared by the Recipient or otherwise coming into its possession, shall remain the Company's exclusive property. The Recipient shall also deliver to the Owner written statements signed by the

Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

## **V. NATURE OF RELATIONSHIP**

**A. Independent Contractor Status.** Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. The Recipient agrees to perform the Services hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Recipient is and will remain an independent contractor in its relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Recipient's compensation hereunder. The Recipient shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party.

**B. Indemnification of Company by Recipient.** The Company has entered into this Agreement in reliance on information provided by the Recipient, including the Recipient's express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If any regulatory body or court of competent jurisdiction finds that the Recipient is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based on the Recipient's own actions, the Recipient shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Recipient and/or the Company resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from the Recipient's earnings had the Recipient been on the Company's payroll and employed as an employee of the Company.

**C. Work for Hire.** The Recipient expressly acknowledges and agrees that all proprietary materials prepared by the Recipient under this Agreement shall be considered "works for hire" and the exclusive property of the Company. These items shall include, but shall not be limited to, any and all deliverables resulting from the Recipient's Services or contemplated by this Agreement, all tangible results and proceeds of the Services, works in progress, records, diagrams, notes, drawings, specifications, schematics, documents, designs, improvements, inventions, discoveries, developments, trademarks, trade secrets, customer lists, databases, software, programs, applications, and solutions conceived, made, or discovered by the Recipient, solely or in collaboration with others, during the Term of this Agreement relating in any manner to the Recipient's Services.

**D. Additional Action to Assign Interest.** To the extent such work may not be deemed a “work for hire” under applicable law, the Recipient hereby assigns to the Company all of its right, title, and interest in and to such work. The Recipient shall execute and deliver to the Company any instruments of transfer and take such other action that the Company may reasonably request, including, without limitation, executing and filing, at the Company’s expense, copyright applications, assignments, and other documents required for the protection of the Company’s rights to such materials.

**E. Notice of Incorporation of Existing Work.** If the Recipient intends to integrate or incorporate any work that it previously created into any work product to be created in furtherance of its performance of the Services, the Recipient must obtain the Company’s prior written approval of such integration or incorporation. If the Company, in its reasonable discretion, consents, the Company is hereby granted an exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, distribute, modify, publish, and otherwise exploit the incorporated items in connection with the work product developed for the Company.

**F. No Conflict of Interest.** The Recipient hereby warrants to the Company that, to the best of its knowledge, it is not currently obliged under any existing contract or other duty that conflicts with or is inconsistent with this Agreement. During the Term, the Recipient is free to engage in other development activities; provided, however, the Recipient shall not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Recipient’s obligations or the scope of Services to be rendered for the Company pursuant to this Agreement.

**VI. NO WARRANTY.** The Recipient acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. THE OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Owner does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient.

**VII. LIMITED LICENSE TO USE.** The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as between the Owner and the Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Owner, even if suggestions, comments, and/or ideas made by the Recipient are

incorporated into the Confidential Information or related materials during the period of this Agreement.

**VIII. INDEMNITY.** Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

**IX. ATTORNEY'S FEES.** In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

**X. TERM.** The obligations of this Agreement shall survive 5 years from the Effective Date or until the Owner sends the Recipient written notice releasing the Recipient from this Agreement.

**XI. NON-COMPETITION.** From Effective Date until 5 years after Effective Date, the undersigned shall not use, nor shall the undersigned allow any other person or entity to use any of the Confidential Information to compete against or cause irreparable harm to the business of JustHuynh Inc.

## **XII. INTELLECTUAL PROPERTY**

**A. No Intellectual Property Infringement by Recipient.** The Recipient hereby represents and warrants that the use and proposed use of the project by the Company or any third party does not and shall not infringe, and the Recipient has not received any notice, complaint, threat, or claim alleging infringement of, any trademark, copyright, patent, trade secrets, industrial design, or other rights of any third party in the project, and the use of the project will not include any activity that may constitute "passing off." To the extent the project infringes on the rights of any such third party, the Recipient shall obtain a license or consent from such third party permitting the use of the project.

**B. No Intellectual Property Infringement by Company.** The Company represents to the Recipient and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Recipient for inclusion in the project are owned by the Company, or that the Company has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify, and defend the Recipient and its

subcontractors from any liability (including attorneys' fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Company.

**C. Continuing Ownership of Existing Trademarks.** The Recipient recognizes the Company's right, title, and interest in and to all service marks, trademarks, and trade names used by the Company and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the Company's right, title, and interest therein, nor shall the Recipient cause diminishment of value of said trademarks or trade names through any act or representation. The Recipient shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise. Effective as of the termination of this Agreement, the Recipient shall cease to use all of the Company's trademarks, marks, and trade names.

**XIII. GENERAL PROVISIONS.** This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Delaware. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times in accordance with the term of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

**XIV. SIGNATORIES.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, selecting "I agree" in online application, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature. This Agreement shall be executed by JustHuynh Inc. (the "**Owner**") and the person completing this Business Development Intern Application (the "**Recipient**").