**CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (“Agreement”) is executed as of the latest date shown on the signature page by among TATITLEK TECHNOLOGIES, INC., an Alaska Native corporation (“Tatitlek”) with corporate offices at 561 E. 36th Avenue, Suite 400, Anchorage, AK 99503, and COMPANY NAME, a COMPANY TYPE with offices at COMPANY ADDRESS.

**BACKGROUND**

1. The parties intend to discuss a business relationship in support of the Federal Systems Integration & Management Center (FEDSIM) NSIN Program Management Office (PMO) Support contract (47QFCA22F0043).

1. As the discussions, communications, and negotiations regarding the relationship will necessarily include the disclosure of highly confidential and/or proprietary information and data by the parties, they desire the terms of this Agreement to govern any Confidential Information (defined below) one party may disclose to the other party.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises exchanged and other good and valuable consideration, the receipt and adequacy of which the parties acknowledge, and intending to be legally bound, the parties agree to the following:

**1. Recipient and Owner.**

One party (“Owner”) may disclose Confidential Information (defined below) to the other party (“Recipient”) only in accordance with the terms and conditions of this Agreement. As used in this Agreement, the terms “Owner” and “Recipient” include any of Recipient’s and Owner’s respective principals, officers, directors, shareholders, employees, agents, consultants, or affiliates. The term “affiliates” shall mean any person or entity controlling, controlled by, or under common control of a party.

**2. Confidential Information.**

(a) For purposes of this Agreement, “Confidential Information” means all information of Owner or another party whose information Owner has in its possession, oral, written, electronic, or in whatever form transmitted, tangible or intangible, or observed from observation, relating to, among other things, trade secrets; know-how; bids, proposals, G&A, overhead and indirect cost allocations; marketing information; training material; financial data; tax returns; customer, supplier and vendor lists; service and product pricing and other service and product information; formulae; source codes; algorithms; processes; system designs; software; intellectual property; data processing techniques; computer programs; compilations; flow charts; user information; manuals; experimental works; and the like which is disclosed by Owner to Recipient or its affiliates, as well as any other information expressly designated by Owner as “Confidential Information.” Such information disclosed by the disclosing party Owner will be considered Confidential Information by the receiving party Recipient, only if such information is designated as "Confidential", or if provided orally, identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days of disclosure.

(b) Notwithstanding the foregoing, Confidential Information shall not include any information that (i) was in the public domain at the time of Owner’s communications to Recipient; (ii) entered the public domain through no fault of Recipient subsequent to the time of Owner’s communication to Recipient; (iii) was already known to Recipient at the time of disclosure; (iv) is disclosed under no obligation of confidentiality to Recipient by a third party; (v) is independently developed by or for Recipient without reference to Confidential Information; or (vi) the parties have agreed in writing may be disclosed.

**3. Ownership.**

(a) All Confidential Information in whatever form shall remain the property of Owner. No right, license, sublicense, or any other interest whatsoever, either expressed or implied, relating to Confidential Information is granted under this Agreement.

(b) All such printed Confidential Information shall be returned to Owner, or Recipient may certify the safe destruction of same, and electronic versions, upon 5 days written request of Owner and shall not be retained in any form by Recipient. Recipient shall destroy any and all written or electronic copies, summaries, or synopses of such Confidential Information.

**4. Nondisclosure.**

(a) Recipient shall not disclose or transmit any Confidential Information to any person or entity except employees, agents, consultants, or affiliates of Recipient who have a need to know in connection with the Transaction (collectively, “Representatives”) and who have been informed of and agree to abide by Recipient’s obligations under this Agreement. Each such Representative shall also be informed that by accepting such access, he, she, or it agrees to be bound by the provisions of this Agreement. Furthermore, by allowing any such access, Recipient agrees to be and remain jointly and severally liable for any disclosure by any such Representative which is not in accordance with this Agreement. Recipient shall use not less than the same degree of care to avoid disclosure of Confidential Information as Recipient uses for its own confidential information of like importance and, at a minimum, shall exercise reasonable care.

(b) The parties agree that this Agreement does not prohibit the disclosure of Confidential Information where applicable law requires, including but not limited to, in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena or order requiring such disclosure of Confidential Information, Recipient shall immediately, and in no event later than five (5) days after receipt, notify Owner in writing, and cooperate with Owner in seeking to limit the disclosure of such Confidential Information in accordance with applicable law.

(c) All rights and obligations of this Agreement shall survive the expiration or termination of discussions between the parties regarding the Transaction and shall continue for a period of three (3) years from the date of this Agreement.

**5. Use of Confidential Information.**

Each party shall use Confidential Information solely in connection with the discussions and related transactions regarding the Transaction, and for no other purpose whatsoever. Without limiting the foregoing, Recipient shall not use any Confidential Information to compete with or adversely affect the business or operations of Owner.

**6. Remedies.**

The parties agree that, in the event of breach or threatened breach of the terms of this Agreement, Owner may seek any and all relief available in law or equity as a remedy for such breach, including but not limited to, monetary damages, specific performance, and injunctive relief. The parties acknowledge that Confidential Information is valuable and unique and that disclosure will result in irreparable injury to Owner. In the event of any breach of this Agreement in which legal or equitable relief is sought, all reasonable attorneys’ fees and other reasonable costs associated therewith shall be recovered by the prevailing party. Any legal action to enforce or related to or arising under this Agreement may only be brought in Alaska state court in Anchorage, Alaska and the parties expressly consent to the jurisdiction thereof.

**7. Disclaimer.**

This Agreement and the disclosure and receipt of Confidential Information does not create or imply (a) any agreement with respect to the sale, purchase, or pricing of any product, service, asset, or business; or (b) any right or interest whatsoever conferred, by license or otherwise, in any Confidential Information or in any patent, trademark, service mark, copyright, or another intellectual property. Furthermore, this Agreement does not create or imply a partnership, joint venture, teaming, prime/sub or any other agreement or legal relationship between the parties.

**8. Entire Agreement.**

This Agreement (a) is the entire agreement of the parties concerning the subject matter of this Agreement and supersedes any prior such agreements; (b) may not be amended except in a writing signed by the parties; and (c) is executed by authorized representatives of each party.

**9. Governing Law.**

The laws of the State of Alaska govern this Agreement.

**10. Successors and Assigns.**

This Agreement shall benefit and be binding upon the parties and their successors and assigns.

**11. Waiver.**

No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision on one occasion shall not be construed as a waiver of such term or provision on any other occasion or waiver of any other term or provision of this Agreement.

**12. Export**

Both Parties acknowledge that where information furnished under this Agreement is governed by the export laws of the United States including, but not limited to, the U.S. International Traffic In Arms Regulations (ITAR) and the Export Administration Regulations (EAR), such information will not be exported, disclosed, or transferred, directly or indirectly, to any foreign person (in the U.S. or abroad) without first obtaining the proper ITAR or EAR license or other applicable authorization. Both parties warrant that all employees that may access export-controlled data are U.S. citizens or lawful permanent U.S. residents. Each Party will notify the other if it is acquired by a foreign entity or becomes controlled by a foreign entity.

**13. Notices.**

All notices, requests, demands, disclosure of proprietary information, document submissions, or other communications required by this Agreement or desired to be given or made by either of the Parties to the other hereto shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, registered mail, return receipt requested, and addressed as follows:

**COMPANY NAME Tatitlek Technologies, Inc.**

Street Address 561 E. 36th Avenue, Suite 400

City, State Zip Code Anchorage, AK 99503
Attention: POC Attention: Patience Lowery

Phone\_\_\_\_\_\_\_\_\_\_ Phone: (910) 224-7951

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: plowery@tatitlek.com

**14. Assignment.**

Neither Party may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party (except to a legally recognized successor in interest to all or substantially all of the Party’s assets) without the prior written consent from the other Party, which consent shall not be unreasonably withheld.

**15. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Furthermore, this Agreement may be executed and delivered by facsimile signatures.

**16. Non-Solicitation.**

During the Agreement Term and for one (1) year after expiration or termination of this Agreement, the Parties agree not to recruit, solicit, or assist in the recruiting or soliciting for employment, including as a consultant, any technical or professional employees of the other Party, who have knowledge of the Proprietary Information being exchanged, or are otherwise supporting this Agreement, without prior written approval from the other Party. Notwithstanding the foregoing, either Party may utilize non-targeted recruiting efforts without violating this Article.

**17. Warranty.**

Each Party represents and warrants that it has the right to disclose its Proprietary Information for the purposes of this Agreement. IN PROVIDING ANY PROPRIETARY INFORMATION HEREUNDER, NEITHER PARTY MAKES ANY REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO ITS ADEQUACY, ACCURACY, SUFFICIENCY OR FREEDOM FROM DEFECT OF ANY KIND, INCLUDING FREEDOM FROM ANY PATENT INFRINGEMENT THAT MAY RESULT FROM THE USE OF SUCH PROPRIETARY INFORMATION, NOR SHALL EITHER PARTY INCUR ANY RESPONSIBILITY OR OBLIGATION WHATSOEVER BY REASON OF SUCH PROPRIETARY INFORMATION, EXCEPT AS PROVIDED IN THIS AGREEMENT.

**18. Non-Severability.**

In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, that portion shall be severed, and a new enforceable provision shall be negotiated by the Parties and substituted therefore to accomplish the intent of the severed provision as nearly as practicable. The remaining provisions of this Agreement shall remain in full force and effect.

**19. Procurement Integrity.**

The disclosing Party acknowledges that the requirements of the Procurement Integrity Act (41 U.S.C. § 423) and of Federal Acquisition Regulation (“FAR”) Subpart 9.5, related to Organizational Conflicts of Interest, apply to the exchange of Proprietary Information under this Agreement. The disclosing Party agrees it will not disclose to the receiving Party any information in violation of the Procurement Integrity Act or the receipt of which would create an organizational conflict of interest pursuant to FAR Subpart 9.5.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**COMPANY NAME**

By:

Name:

Title:

Date:

**TATITLEK TECHNOLOGIES, INC.**

By:

Name: Russ Todd

Title: General Manager

Date: