

## M2DMG NDA

This Non-Disclosure Agreement (the “Agreement”), effective as of April 19, 2024 (“Effective Date”), is made by and between M2 Digital Media Group (M2DMG), having an address of 401 N Michigan Ave, STE 1200, Chicago, IL (M2DMG), and 

Developer Name

 (“DEVELOPER”), with an address of

Address

WHEREAS, in connection with the Purpose, it is necessary for the M2DMG or its clients to disclose certain confidential and/or proprietary information including, but not limited to, certain technical information, market research, membership data, analyses, studies, developments, processes, present and/or future product information, pricing information, business plans or other documents, information and materials that contain or reflect such information, irrespective of the form of communication (collectively, “Confidential Information”);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. **Disclosure of Confidential Information.** M2DMG may disclose and transmit certain Confidential Information, as the disclosing party determines in its discretion, to each other in connection with the Purpose. Any Confidential Information so supplied shall be marked or otherwise identified as “Confidential.”
2. **Maintenance of Confidentiality.** The Confidential Information shall be used by the DEVELOPER solely for the Purpose. The receiving party shall not, either directly or indirectly:

1. Use any Confidential Information for any other purpose; or

2. Disclose, reveal, report, publish or give any Confidential Information to any other person or entity.
1. **Exceptions.** The obligations of the DEVELOPER under Paragraph 2 shall not extend to any part of the Confidential Information to the extent that it: (i) can be demonstrated to have been available to the public known at the time of the disclosure or becomes part of the public domain through no fault of the receiving party; (ii) can be demonstrated to have been independently developed or acquired by the receiving party without reference to or reliance upon such Confidential Information; (iii) is furnished to the receiving party by a third party who is under no obligation to the disclosing party to keep the information confidential; or (iv) is required to be disclosed by law, provided that the receiving party takes reasonable and lawful actions to avoid and/or minimize such disclosure and promptly notifies the disclosing party so that the disclosing party may take lawful actions to avoid and/or minimize such disclosure.
2. **Return of Confidential Information.** The DEVELOPER acknowledges and agrees that all Confidential Information and all reports, data, notes and other documents and records made or compiled by the receiving party or made available to the receiving party by the disclosing party concerning the Confidential Information are and shall remain the property of the disclosing party. All such Confidential Information and other materials and documents, and all copies thereof, in the possession or control of the receiving party shall be promptly delivered to the disclosing party upon request by the disclosing party.
3. **No Other Rights.** Nothing in this Agreement shall be deemed to constitute the grant by the disclosing party to the receiving party of any license or other right with respect to any intellectual property right or interest belonging to the disclosing party.
4. **No Assignment.** This Agreement is personal to the parties and may not be assigned without the prior written consent of the other party.
5. **Governing Law.** The construction, validity, performance, enforcement and effect of this Agreement shall be governed by the laws of the State of Illinois, without regard to its conflict of laws principles.
6. **Amendment.** This Agreement may not be changed, modified, released, discharged, abandoned or otherwise terminated in whole or in part, except by an instrument in writing, agreed to and signed by a duly authorized representative of each party.
7. **Entire Agreement.** This Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous negotiations, agreements, commitments and writings in respect thereof.
8. **Term.** The obligations of the DEVELOPER under the terms of this Agreement shall continue in full force and effect for three years after the Effective Date.



IN WITNESS WHEREOF, DEVELOPER and M2DMG have executed this Agreement as of the date set forth in the first paragraph.

X \_\_\_\_\_



# Signature Certificate

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### Audit

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