

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this “*Agreement*”) is made as of October 27, 2020, by and between _____, a _____ (“*Receiving Party*”), and D. F. Associates, a California Partnership (the “*Company*”), with reference to the following:

WHEREAS, the Company and Receiving Party are evaluating the possibility of entering into a transaction involving the Company (the “*Transaction*”);

WHEREAS, the Company may furnish Receiving Party with, and Receiving Party may otherwise obtain, Confidential Information (as hereinafter defined) in connection with its evaluation of the Transaction; and

WHEREAS, as a condition to Confidential Information being made available to Receiving Party, Receiving Party agrees to treat such information in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Receiving Party hereby agrees as follows:

1. Definitions. As used herein:

“*Confidential Information*” shall mean (i) any and all information of any type and in any medium (written, oral, electronic or otherwise) furnished (whether before, on or after the date hereof) by the Company or the Company’s Representatives (as hereinafter defined) to Receiving Party or Receiving Party’s Representatives in connection with the Transaction, and (ii) any and all analyses, compilations, forecasts, studies or other documents prepared by Receiving Party or its Representatives using Confidential Information in connection with Receiving Party’s review of, or interest in, the Transaction, excluding in all cases, information which (A) is or becomes publicly available other than as a result of a disclosure by Receiving Party or its Representatives in breach of this Agreement, (B) is or becomes available to Receiving Party or its Representatives on a nonconfidential basis from a source (other than the Company or the Company’s Representatives) which, to the best of Receiving Party’s knowledge after reasonable inquiry, is not bound by a confidentiality agreement with the Company, or otherwise prohibited from disclosing the information to Receiving Party, or (C) was or is independently developed by Receiving Party or its Representatives without reference to or other use of any Confidential Information as evidenced by the records of Receiving Party or its Representatives, as applicable.

“*Representatives*” when used with reference to Receiving Party or the Company, shall mean its affiliates and its and their respective employees, officers, directors, equity holders, agents, advisors, consultants, accountants, attorneys and other representatives.

2. Agreement Not to Disclose. Receiving Party and Receiving Party’s Representatives shall (i) keep the Confidential Information confidential, (ii) not (except as required by applicable law, regulation or legal process and only after compliance with paragraph 3 below), without the Company’s prior written consent, disclose any Confidential

Information in any manner whatsoever and (iii) not use any Confidential Information other than in connection with the Transaction; provided, however, that Receiving Party may reveal the Confidential Information to Receiving Party's Representatives (A) who need to know the Confidential Information solely for the purpose of carrying out the discussions regarding the Transaction and (B) who are informed of the confidential nature of the Confidential Information. Receiving Party will cause its Representatives to observe the terms of this Agreement, and will be responsible for any breach of this Agreement by any Receiving Party's Representatives.

Receiving Party and Receiving Party's Representatives shall not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without the Company's prior written consent, disclose to any person the fact that Confidential Information exists or has been made available, that either the Company or Receiving Party is considering the Transaction or that discussions or negotiations are taking or have taken place concerning the Transaction or any term, condition or other fact relating to the Transaction.

3. Permitted Disclosure. In the event that Receiving Party or Receiving Party's Representatives are requested pursuant to, or required by, applicable law, regulation or legal process to disclose any Confidential Information, Receiving Party shall notify the Company promptly so the Company may seek a protective order or other appropriate remedy (in which case Receiving Party shall cooperate with the Company's efforts to obtain such a protective order or remedy) or , in the Company's sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained, or the Company waives compliance with the terms of this Agreement, Receiving Party shall furnish only that portion of the Confidential Information which Receiving Party is advised by counsel is legally required, and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information. Receiving Party and Receiving Party's Representatives will not be liable to the Company for such disclosure unless such disclosure was caused by or resulted from a previous disclosure not permitted hereunder.

4. Ownership and Restrictions. Receiving Party acknowledges and agrees that Confidential Information is and shall remain the sole and exclusive property of the Company and that no license or similar proprietary right is granted to Receiving Party hereunder.

5. Returning the Company's Materials. At any time upon the request of the Company or any of the Company's Representatives, Receiving Party shall either (at the option of the Company): (i) promptly destroy all copies of written Confidential Information and Confidential Information in other tangible media in Receiving Party's or its Representatives' possession, and confirm such destruction to the Company in a written notice signed by Receiving Party or (ii) promptly deliver to the Company, at Receiving Party's own expense, all copies of such Confidential Information. All Confidential Information will continue to be subject to the terms of this Agreement.

6. No Obligations. Receiving Party and the Company acknowledge and agree that no contract or agreement providing for the Transaction shall be deemed to exist unless and until a definitive agreement with respect thereto has been executed and delivered by Receiving Party

and the Company. Nothing herein shall be construed to require the Company or Receiving Party to engage in the Transaction.

7. Representations. Neither the Company nor the Company's Representatives shall be deemed by virtue of this Agreement to have made any representations or warranties as to the accuracy or completeness of the Confidential Information. Only those representations or warranties which are made by the Company (if any) in a final definitive agreement regarding the Transaction, when and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

8. Equitable Relief. Receiving Party acknowledges and agrees that the Company would not have an adequate remedy at law and would be irreparably harmed in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Company shall be entitled to injunctive relief to prevent breaches of this Agreement and to specifically enforce the terms and provisions hereof, in addition to any other remedy to which the party may be entitled, at law or in equity.

9. Attorney Client Privilege. To the extent that any Confidential Information includes materials subject to the attorney-client privilege, the Company is not waiving, and shall not be deemed to have waived or diminished, its attorney work-product protections, attorney-client privileges or similar protections and privileges as a result of disclosing any Confidential Information to the Receiving Party or Receiving Party's Representative.

10. Governing Law. The validity and interpretation of this Agreement shall be governed by the internal laws of the State of California, without regard to conflict of law principles. Each party hereby irrevocably and unconditionally agrees to the exclusive jurisdiction of any state or federal court located in Los Angeles County, California for any actions, suits or proceedings arising out of or relating to this Agreement. In the event of suit, arbitration or other action in connection with this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and disbursements.

11. Term; Duration of Obligations. This Agreement will continue in full force and effect for one year from the date of execution. Receiving Party's duty to protect Confidential Information will survive expiration of the Agreement until the information meets one of the exclusions to the definition of "Confidential Information" described in paragraph 1 of this Agreement.

12. Assignment; Severability; Entire Agreement. Receiving Party shall not assign this Agreement nor any of its rights granted or obligations set forth hereunder without the prior written consent of the Company. To the extent that any provision of this Agreement shall be found to be illegal or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. This Agreement contains the entire agreement by Receiving Party and the Company concerning the subject matter hereof, and no modification of this Agreement or waiver of the terms and conditions hereof will be binding upon a party, unless approved in writing by such party.

13. Counterparts. This Agreement may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment, and any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original for all intents and purposes.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement to the other party by its authorized representatives as of the date first above written.

RECEIVING PARTY

By: _____

Name: _____

Title: _____

COMPANY

By: _____

Name: _____

Title: _____