

## MUTUAL NONDISCLOSURE AGREEMENT

**THIS MUTUAL NONDISCLOSURE AGREEMENT** ("Agreement"), dated as of May 22, 2025 is entered into by and between Applied Business Strategy LLC, an Ohio Limited Liability Company with its principal office located at 1100 Superior Avenue E., Suite 1750, Cleveland, Ohio 44114 ("ABS") ("DISCLOSER") and \_\_\_\_\_ a company incorporated under the laws of \_\_\_\_\_ having a place of business at \_\_\_\_\_, on behalf of itself and its affiliates, subsidiaries, and/or parent company(ies). The Parties intend to discuss and disclose certain information relating to the matters identified in Schedule 1 below, which may be amended from time to time by mutual written consent (the "Discussions"). For purposes of this Agreement, the following definitions shall apply:

**"Discloser"** shall mean the Party, including its affiliates, agents, divisions, employees, representatives, successors and permitted assignees, which may disclose Confidential Information to the Recipient.

**"Recipient"** shall mean the Party, including its affiliates, agents, clients, divisions, employees, partners, representatives, successors and permitted assigns, which receives Confidential Information from the Discloser.

1. *Confidential Information.* Recipient acknowledges that certain information disclosed by Discloser or received by Recipient may be confidential and, if so, must be protected by Recipient pursuant to the terms of this Agreement. Confidential Information shall mean information including, without limitation, algorithms, business plans, customer information, designs, documents, drawings, engineering information, equipment, inventory, financial analysis, forecasts, formulas, hardware configuration information, know-how, ideas, inventions, market and marketing plans, methods, processes, products, product plans, technology roadmaps, research, specifications, samples, software, source code, techniques, trade secrets and anything that: (a) derives independent economic value, actual or potential, for not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Confidential Information includes any such information received by the Receiving Party in connection with the Discussions, whether directly, indirectly, orally or in writing, or by inspection or view of tangible objects; whether or not such information is specifically designated as "confidential", "proprietary" or with some other similar restrictive designation.

Notwithstanding the foregoing, Confidential Information shall not include information that:

- (i) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient.
- (ii) Recipient can demonstrate to have had rightfully in its possession prior to disclosure to Recipient by Discloser;
- (iii) is independently developed by the Recipient without use, directly or indirectly, of any Confidential Information; or (iv) Recipient rightfully obtains from a third party who has the right to transfer or disclose it.

2. *Nondisclosure.* Except as has been specifically authorized by Discloser in writing, Recipient shall not reproduce, use, distribute, disclose or otherwise disseminate the Confidential

Information and shall not take any action causing, or fail to take any reasonable action necessary to prevent any Confidential Information disclosed to Recipient to lose its character as Confidential Information. In the event Recipient is required to disclose any Confidential Information pursuant to law or government regulation, Recipient shall promptly notify the Company in order to allow the Company the maximum time to obtain protective or confidential treatment of the Confidential Information before it is disclosed. Upon termination of the Discussions and upon the request of the Discloser, Recipient shall promptly deliver to Discloser or destroy all Confidential Information and all embodiments thereof (including notes and abstracts) then in its custody, control or possession and, at the request of Discloser, shall deliver within five days after such termination or request a written statement to Discloser certifying to such action. Notwithstanding the foregoing, the Recipient may retain one (1) copy of the Confidential Information solely as a record of its obligations under this Agreement.

3. *Ownership.* All Confidential Information disclosed by Discloser shall remain the property of Discloser and no license or other right to such information is granted or implied hereby.

4. *Recipient's Employees.* Recipient agrees that access to Confidential Information will be limited to those employees or other authorized representatives of Recipient who: (a) need to know such Confidential Information in connection with their work on the Discussions; and (b) are bound by non-disclosure obligations with Recipient that are no less restrictive than the obligations contained herein. Recipient further agrees to inform such employees or authorized representatives of the confidential nature of Confidential Information and agrees to take all reasonably necessary steps to ensure that the terms of this Agreement are not violated by them.

5. *Non-Analysis.* No compositional, structural or reverse analysis shall be made of any material or sample provided by Discloser to Recipient without Discloser's written permission. If such permission is granted, the results of any analysis will (a) be promptly disclosed only to Discloser and (b) be treated as Discloser's Confidential Information. All provided materials and samples will be returned by Recipient upon the written request by Discloser.

6. *No Warranty.* The Discloser makes no representations or warranties, whether express or implied, concerning the accuracy or completeness of any information disclosed under this Agreement.

7. *Equitable Relief.* Both Parties acknowledge that unauthorized disclosure or use of Confidential Information could cause great or irreparable injury to Discloser and that pecuniary compensation would not afford adequate relief or it would be extremely difficult to ascertain the amount of compensation which would afford adequate relief. Therefore, both Parties agree that, in the event of such unauthorized disclosure or use of Confidential Information, Discloser will have the right to injunctive relief in addition to any other rights and remedies it may have.

8. *No Export.* The Parties acknowledge that Confidential Information or other information disclosed in connection with the Discussions may be considered technical data that is subject to

compliance with the export control laws and regulations of the United States or other countries and hereby agree to comply with such laws.

9. *Term.* Recipient's duty to protect Discloser's Confidential Information pursuant to this Agreement expires five (5) years from the date of disclosure of the Confidential Information.

10. *No Agency.* This Agreement does not create any agency, partnership, joint venture, employment, or independent contractor relationship between the Parties. Neither this Agreement nor the disclosure or receipt of Confidential Information shall create an obligation for either party to make any further agreement or business arrangement to purchase, sell, license transfer, otherwise dispose of, or practice any products, services, or information, or engage in any present or future marketing activities. This Agreement imposes no obligation to disclose Confidential Information. Further, nothing in this Agreement shall grant to a party the right to make commitments of any kind for, or on behalf of, another party.

11. *Assignment.* Neither party shall assign this Agreement without the prior written consent of the other party.

12. *Modification; Waiver.* This Agreement may be amended or modified only in writing signed by both Parties. No failure or delay by either party in exercising any right, power or privilege based in this Agreement shall operate as a waiver or preclude further exercise of that right, power or privilege.

13. *Law; Consent to Jurisdiction.* This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts entered into and wholly to be performed within the State of Ohio by Ohio residents. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, the Parties agree that such action will be brought in the state or federal courts within Lucas County, Ohio, and that the Parties hereby submit to the jurisdiction and venue of said court.

14. *Entire Agreement.* This Agreement is the entire understanding between the Parties regarding the disclosure of Confidential Information and supersedes all prior communications or agreements related thereto.

15. *Manner of Execution.* Any combination of counterparts executed by the Parties, when taken together, shall constitute one and the same instrument, and such counterparts and any copy thereof shall be valid and enforceable against the Parties. The Parties may sign the Agreement electronically or manually, and an executed counterpart or copy thereof delivered by facsimile or email shall be valid and enforceable against the executing party.

#### **SCHEDULE 1:**

#### **MATTERS TO BE DISCUSSED:**

The Sale of Assets related to DMA Holdings (MA), LLC et al. aka Greatest Hits CC

[SIGNATURE PAGE TO FOLLOW]

**Applied Business Strategy LLC**

**COMPANY**

By:



By:

Name: Thomas E. Pratt

Name:

Title: Managing Director

Title: