



# MUTUAL NON-DISCLOSURE AGREEMENT

Effective Date: October 26, 2023

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into by and between **Northwind Labs LLC**, a Delaware limited liability company, with its principal place of business at 123 Innovation Way, Suite 100, Wilmington, DE 19801 ("Discloser"), and **Lawson Inc.**, a Delaware corporation, with its principal place of business at 456 Enterprise Dr., Dover, DE 19901 ("Recipient") (each a "Party" and collectively the "Parties").

## RECITALS

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WHEREAS, the Parties wish to explore a potential business relationship concerning a 90-day evaluation of a potential analytics integration (the "Purpose");

WHEREAS, in connection with the Purpose, the Parties may disclose to each other certain confidential and proprietary information which the disclosing party desires to protect from unauthorized use and disclosure;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

## 1. DEFINITION OF CONFIDENTIAL INFORMATION

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"Confidential Information" means any and all technical and non-technical information disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally, in writing, or by inspection of tangible objects, that is designated as "Confidential," "Proprietary," or with a similar legend, or which, under the circumstances of disclosure, should be reasonably understood to be confidential. Confidential Information includes, without limitation, the items listed in Schedule A attached hereto.

## 2. OBLIGATIONS OF RECEIVING PARTY

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The Receiving Party agrees:

- **Maintenance of Confidentiality:** To hold the Disclosing Party's Confidential Information in strict confidence and to take all reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials).
- **Limited Use:** To use the Confidential Information solely for the Purpose of evaluating the potential analytics integration and for no other purpose whatsoever.
- **Limited Disclosure:** To disclose the Confidential Information only to those of its employees, consultants, or legal/financial advisors who have a "need to know" such information for the Purpose and who are bound by confidentiality obligations at least as restrictive as those contained herein.
- **No Reproduction:** Not to copy or reverse engineer any Confidential Information except as strictly necessary for the Purpose.

## 3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

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The obligations of the Receiving Party under Section 2 shall not apply to any information that:

- Was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party;
- Was known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;
- Is disclosed with the prior written approval of the Disclosing Party;
- Was independently developed by the Receiving Party without any use of the Confidential Information;
- Is rightfully obtained by the Receiving Party from a third party without restrictions on disclosure.

## 4. COMPELLED DISCLOSURE

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If the Receiving Party is required by law, regulation, or court order to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

## **5. TERM AND TERMINATION**

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This Agreement shall govern all disclosures made during the 90-day evaluation period starting from the Effective Date. The obligations of confidentiality and non-use with respect to Confidential Information disclosed hereunder shall survive for a period of **two (2) years** from the date of initial disclosure of such information.

## **6. RETURN OR DESTRUCTION OF MATERIALS**

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Upon the Disclosing Party's written request, or upon expiration or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party or destroy all documents and other tangible materials representing the Disclosing Party's Confidential Information and all copies thereof.

## **7. REMEDIES**

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The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential Information may cause irreparable harm and significant injury to the Disclosing Party, the degree of which may be difficult to ascertain. Accordingly, the Receiving Party agrees that the Disclosing Party shall have the right to seek immediate injunctive relief to enforce obligations under this Agreement, in addition to any other rights and remedies it may have at law or in equity.

## **8. GOVERNING LAW AND JURISDICTION**

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This Agreement shall be governed by and construed in accordance with the laws of the **State of Delaware**, without regard to its conflict of laws principles. The Parties hereby consent to the exclusive jurisdiction of the state and federal courts located in Delaware for any dispute arising out of or relating to this Agreement.

## **9. MISCELLANEOUS**

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This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings. No amendment or modification of this Agreement shall be valid unless in writing and signed by both Parties. Neither Party may assign this Agreement without the prior written consent of the other Party.

## 10. NOTICES

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All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

**Northwind Labs LLC:**

Attn: Legal Department

123 Innovation Way

Wilmington, DE 19801

**Lawson Inc.:**

Attn: Operations Office

456 Enterprise Dr.

Dover, DE 19901

## SIGNATURES

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**Northwind Labs LLC**

**Lawson Inc.**

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
By (Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## SCHEDULE A: LIST OF CONFIDENTIAL ITEMS

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The following categories of information are specifically included as Confidential Information:

- Product development roadmaps and future release schedules.
- Pricing structures, discount tiers, and internal cost data.
- Customer lists, contact information, and usage analytics.
- Technical documentation, API specifications, and database schemas related to the analytics integration.
- Business strategies and marketing plans.