

**NONDISCLOSURE AGREEMENT**

This Agreement is made and entered into between

ES3 PLG

and

\_\_\_\_\_

and shall govern Proprietary Information disclosed during the disclosure period of

\_\_\_\_\_ thru September 11, 2028

for the purpose of submitting bids and receiving awards under the LG-CSCI contract.

**1. Definition:** To be considered "Proprietary Information" under this Agreement, the information must be (a) disclosed in written or other tangible form and appropriately marked as proprietary, or (b) if disclosed orally or visually, identified as proprietary at the time of disclosure with follow-up written documentation of the disclosure. All disclosed proprietary information or copies of disclosed proprietary information will be exchanged through each company's data exchange Points of Contact (POCS):

For ES3 PLG:  
Sheridan Kay  
1346 S Legend Hills Drive  
Clearfield, UT 84015  
Phone 801-698-1457  
fax 801-926-1155  
sheridan.kay@es3inc.com

For \_\_\_\_\_ :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Restrictions:** The parties hereto agree that disclosed information shall not be deemed proprietary if such information is already known to the receiving party; or is rightfully received by the receiving party from a third party having the right to disclose the information; or becomes publicly available through no wrongful act of the receiving party; or is hereafter furnished by disclosing party to others without a similar restriction on disclosure; or is independently developed by the receiving party without breach of this Agreement. The receiving party shall not be liable for inadvertent disclosure or use of information received hereunder if, upon discovery of such, it shall take reasonable steps to prevent any further inadvertent disclosure or unauthorized use. The receiving party may make disclosure pursuant to requirements of a Government agency or a solicitation, or as required by operation of law, provided that receiving party shall give the other party reasonable advance notice to contest such requirement of disclosure.

**3. Term:** Each party agrees that, for a period of five years from the end of the Disclosure Period, it shall (1) use any Proprietary Information disclosed to it only for the purpose stated above, (2) not disclose the Proprietary Information to any third party, or to any employee who does not have a need-to-know such information, and (3) employ the same standard of care it uses to protect its own Proprietary Information, paying particular attention to those situations in which the Proprietary Information is being disclosed to employees who may be or are also examining or participating in business opportunities competitive to the ones for which the Proprietary Information is being disclosed.

**4. No Further Rights:** No license is either granted or implied by the conveying of Proprietary Information by either party. Communications from the receiving party shall not be in violation of the proprietary rights of any third party. This Agreement shall not be construed as a Teaming, Partnership,

Joint Venture or other such arrangement; rather, the Parties hereto expressly agree that this Agreement is for the purpose of protecting Proprietary Information only. Neither Party has an obligation to supply Proprietary Information hereunder.

**5. Entire Agreement:** This Agreement sets forth the entire understanding between the parties hereto relative to the disclosure of Proprietary Information covered by this Agreement, and supersedes all previous or contemporaneous understandings, commitments, or agreements, written or oral, regarding such information.

**6. Applicability of Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

**UNDERSTOOD & ACCEPTED**

ES3 PLG



\_\_\_\_\_  
(Authorized Signature)

**Sheridan Kay**  
**LGCSCI Program Manager**  
**28 August 2023**

**UNDERSTOOD & ACCEPTED**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Named) (Title) (Date)