



CONTRACTOR NONDISCLOSURE AGREEMENT

This agreement (the "Agreement") is entered into by OPO Startups, LLC ("Company") and _____ ("Contractor").

In consideration of the commencement and/or continuation of Contractor's at-will engagement with Company and related the compensation paid or payable to Contractor, Contractor and Company agree as follows:

1. Company's Trade Secrets

In the performance of Contractor's duties with Company, Contractor will be exposed to Company's Confidential Information. "Confidential Information" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry, information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which it is known or used. This includes, but is not limited to:

(a) technical information concerning Company's products and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;

(b) information concerning Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;

(c) information concerning Company's employees, including salaries, strengths, weaknesses and skills;

(d) information submitted by Company's customers, suppliers, employees, consultants, or other third parties for study, evaluation or use by the Company;

(d) information known to the Company about any individual, including any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; any other information that is linked or linkable to an individual, such as credit card, access code, medical, educational, financial and employment information; and any other information whose collection, use or disclosure is subject to laws concerning the privacy and/or security (including but not limited to any applicable data breach notification laws, state health information privacy laws and state consumer protection laws); and

(e) any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business.

2. Nondisclosure of Confidential Information

During Contractor's engagement and for a period of two years thereafter, Contractor shall keep Company's Confidential Information, whether or not prepared or developed by Contractor, in the strictest confidence, not disclose such information to anyone outside Company without Company's prior written consent, nor make use of any Confidential Information for Contractor's own purposes or the benefit of anyone other than Company in the scope of properly performing Contractor's duties.

Contractor understands and agrees that Confidential Information that constitutes a "trade secret" under applicable law shall be subject to the non-disclosure and non-use provisions of the prior paragraph indefinitely for so long as the information remains a trade secret under applicable law.

However, Contractor shall have no obligation to treat as confidential any information which:

(a) was in Contractor's possession or known to Contractor, without an obligation to keep it confidential, before such information was disclosed to Contractor by Company;

(b) is or becomes public knowledge through a source other than Contractor and through no fault of Contractor; or

(c) is or becomes lawfully available to Contractor from a source other than Company.

This Agreement does not prevent disclosure of Confidential Information required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Contractor shall promptly provide written notice of any such order to an authorized officer of the Company and cooperate with the Company to prevent or limit any such disclosure.

Notice of Immunity Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016: Notwithstanding any other provision of this Agreement: (A) Contractor will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document that is filed under seal in a lawsuit or other proceeding; and (B) if the Contractor files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Contractor may disclose the Company's trade secrets to the Contractor's attorney and use the trade secret information in the court proceeding if the Contractor (1) files any document containing the trade secret under seal, and (2) does not disclose the trade secret, except pursuant to court order.

3. Confidential Information of Others

Contractor will not disclose to Company, use in Company's business, incorporate into any Work Product (defined below) or cause Company to use, any trade secret of others.

4. Return of Materials; Use of IT Resources

When Contractor's engagement with Company ends, for whatever reason, Contractor will promptly deliver to Company and not retain all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. Contractor will also return to Company and not retain all equipment, files, software programs and other personal property belonging to Company.

Contractor agrees (i) to comply with all Company security policies and procedures as in force from time to time, (ii) not to access or use any Company facilities and information technology equipment and other resources except as authorized by the Company and (iii) not to access or use any such facilities and information technology equipment and resources in any manner after the termination of the Contractor's engagement.

5. Proprietary Rights

(a) Contractor acknowledges and agrees that all writings, works of authorship, technology, inventions, discoveries, ideas, methods, concepts, research, proposals, materials, processes, and other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by Contractor, jointly or with others, during the period of Contractor's engagement with Company and relating in any way to the business or contemplated business, research or development of Company (collectively "Work Product"), as well as any rights in and to copyrights, trade secrets, trademarks (and related goodwill), patents and other intellectual property rights therein, including all pending and future applications and registrations therefor (collectively "Intellectual Property Rights") shall be the sole and exclusive property of Company.

(b) Contractor acknowledges and agrees that, by reason of being engaged by Company all Work Product consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. §101 et seq.), and such copyrights are therefore owned exclusively by Company. To the extent that the foregoing does not apply, Contractor hereby assigns to Company, and its successors and assigns, Contractor's entire right, title, and interest in and to all Work Product and Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world.

(c) Contractor shall, promptly, fully and accurately disclose all Work Product to Company in writing and in accordance with Company's policies. Contractor agrees to keep and maintain adequate and current written records of all Work Product and Intellectual Property Rights, which records shall be available to and remain Company's sole property at all times.

(d) During and after Contractor's engagement, Contractor agrees to reasonably cooperate with Company at Company's expense to: (i) apply for, obtain, perfect, and transfer to Company the Work Product as well as any Intellectual Property Rights in the Work Product in any jurisdiction throughout the world; and (ii) maintain, protect, and enforce the same, including executing and delivering to Company documents and instruments as may be requested by Company for such purpose. Contractor hereby irrevocably grants Company power of attorney to execute and deliver any such documents on Contractor's behalf in Contractor's name and to do all other lawfully permitted acts to transfer the Work Product to Company and further the transfer, prosecution, issuance, and maintenance of all Intellectual Property Rights therein, if Contractor does not or is unable to promptly cooperate with Company's request. This power of attorney is coupled with an interest and shall be irrevocable and survive Contractor's death, incapacity or disability.

6. General Provisions

(a) Relationships: Nothing contained in this Agreement shall be deemed to change the at-will status of Contractor's engagement with the Company (which can be terminated at any time and for any reason or no reason, with or without notice), nor make Contractor a partner or joint venturer of Company for any purpose.

(b) Severability: If a court finds any provision of this Agreement invalid or unenforceable, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement. Any such court is authorized to modify any such unenforceable provision of this Agreement, in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, by deleting any or all of the offending provision, adding additional language to this Agreement, or making such other modifications as it deems warranted to carry out the intent and agreement of the parties to the maximum extent permitted by law, and this Agreement as so modified shall be binding and enforceable. In any event, if any provision of this Agreement is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been set forth herein.

(c) Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. Without limiting the generality of the foregoing, this Agreement amends and restates any similar agreement entered into between Contractor and Company. This Agreement may not be amended except in a writing signed by both Company and Contractor.

(d) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(e) Injunctive Relief: Contractor acknowledges that the Confidential Information and the Company's ability to reserve it for the Company's exclusive knowledge and use is of great competitive importance and commercial value, and that improper use or disclosure of the Confidential Information by the Contractor will cause irreparable harm to the Company, for which remedies at law will not be adequate. If Contractor breaches or threatens to breach any provision of this Agreement, Contractor hereby consents and agrees that the Company shall be entitled to seek a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. Such equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

(f) Indemnity: Contractor agrees to indemnify Company against any and all losses, damages, claims or expenses incurred or suffered by Company as a result of Contractor's breach of this Agreement.

(g) Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

(h) Governing Law. This Agreement shall be governed in accordance with the laws of the State of Missouri.

(i) Jurisdiction. Contractor consents to the exclusive jurisdiction and venue of the federal and state courts located in Missouri in any action arising out of or relating to this Agreement. Contractor waives any other venue to which Contractor might be entitled by domicile or otherwise.

(j) Successors & Assigns. This Agreement shall bind each party's heirs, successors and permitted assigns. Company may assign this Agreement to any third party at any time. Contractor shall not assign any of his or her rights or obligations under this Agreement without Company's prior written consent. Any assignment or transfer in violation of this section shall be void.

(k) Contractor Acknowledgments. Contractor acknowledges and agrees that the terms of this Agreement are reasonable and necessary to protect the Company's legitimate business interests and goodwill and that the amount of Contractor's compensation reflects, in part, Contractor's obligations and the Company's rights under this Agreement; that Contractor has no expectation of any additional compensation, royalties or other payment of any kind not otherwise referenced herein in connection herewith; that Contractor will not be subject to undue hardship by reason of Contractor's full compliance with the terms and conditions of this Agreement or the Company's enforcement thereof. Contractor further acknowledges that Contractor has had adequate time to review this Agreement, and to consult with Contractor's advisors concerning its meaning and effect.

7. Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart's signature page by facsimile, email in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document has the same effect as delivery of an executed original of this Agreement. Contractor has received a copy of this Agreement as signed by the parties.

OPO Startups, LLC

CONTRACTOR

Randy Schilling
President

Printed Name

Signature

Date