

UNILATERAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into as of November 15th, 2023 ("Effective Date"), by and between 123 Whiting Marketing Company, LLC, a Ohio limited liability company with its principal office located at 205 Louis Blvd, Cortland, Ohio 44410, ("Owner"), and 123 Whiting Marketing Company, LLC, an individual with offices located at 205 Louis Blvd, Cortland, Ohio 44410 ("Recipient").

WHEREAS, the parties hereto have determined to establish terms governing the use and protection of certain information which the Owner may disclose to the Recipient for purposes of The purpose for disclosing confidential information as a business loan broker typically involves facilitating financial transactions between lenders and borrowers. As a business loan broker, you would need to access and share confidential financial information to assess loan eligibility, negotiate terms, and secure funding for your clients. This information is shared solely for the purpose of helping your clients obtain the necessary financing for their business needs, and it should be handled with the utmost discretion and professionalism to protect the interests of all parties involved. (the "Purpose");

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. "Confidential Information" means information of Owner (i) which relates to the financial, business, scientific, technical, economic, or engineering information and computer programs, patterns, plans, compilations, program devices, formulae, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and regardless of how stored, compiled, or memorialized, whether physically, electronically, graphically, photographically, in writing or by some other means, and data and information regarding Owner's customers and suppliers (current, former or prospective), including without limitation, Non-Public Personal Information (defined below), or (ii) which, although not included in the information described above, is nevertheless disclosed hereunder, and which, in any case, is disclosed by Owner or an affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure. Confidential Information, whether written or non-written, disclosed by Owner prior to the execution of this Agreement shall be deemed subject to its terms.

2. "Non-Public Personal Information" means any of the following information accessible through or archived in connection with any website operated by Owner: any identifier that permits physical or online contacting of a specific individual person, including without limitation, any one or more of (i) first and last name, (ii)

home or physical address, (iii) email address, (iv) telephone number, or (v) social security number.

3. Recipient may use Confidential Information of Owner only for the Purpose and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only for the Purpose and only to its employees and consultants who have a need to know for the Purpose and who are bound by signed, written agreements sufficient to enable Recipient to enforce all the provisions of this Agreement. Recipient shall not use or disclose any Confidential Information of Owner for Recipient's own benefit or for the benefit of any third party. Recipient shall not modify, reverse engineer, decompile, disassemble or create other works from any computer programs in object code form that are provided as Confidential Information by the other party.

4. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner; or (iv) is independently developed by Recipient without reference to Confidential Information.

5. In the event Recipient is required by law, regulation or court order to disclose any of Owner's Confidential Information, Recipient will notify Owner in writing prior to making any such disclosure in order to facilitate Owner seeking a protective order or other appropriate remedy from the appropriate body. Recipient further agrees that if Owner is not successful in precluding the requesting legal body from reviewing the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

6. Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall be and remain the property of Owner. All such information in tangible form shall be returned to Owner promptly upon written request and shall not thereafter be retained in any form by Recipient.

7. Recipient's Rights Under The Defending Trade Secrets Act of 2016. Nothing in this Agreement is intended to prohibit you from exercising your rights under the United States Defending Trade Secrets Act of 2016. You have the right to disclose our Confidential Information and Trade Secrets in each of the following circumstances without incurring criminal or civil liability. You may disclose our Confidential Information and Trade Secrets: (i) in confidence to a federal, state or local government entity, or to an attorney, solely for the purpose of reporting a

suspected violation of law or in an investigation of a suspected violation of law, or in a legal proceeding under seal, and (ii) you may disclose our Confidential Information and Trade Secrets in a complaint or other document filed in a lawsuit or other proceeding provided that the filing is made under seal. This includes a lawsuit you may file for retaliation by us for your reporting a suspected violation of law to a government entity. You may not otherwise disclose any Confidential Information of Trade Secret except pursuant to a court order.

8. The parties understand and agree that this Agreement does not constitute a binding obligation on either party with respect to the Purpose or the consummation of any business transaction between the parties, including without limitation, the design, manufacture, sale and/or construction of any software, materials, or components of either party. No licenses or rights under any patent, copyright, trade secret, trademark, or other property right are granted or are to be implied by this Agreement.

9. Recipient may from time to time provide suggestions, comments, or other feedback to Owner regarding Confidential Information provided by Owner ("Feedback"). Both parties agree that all Feedback is and shall be entirely voluntary and shall not, absent a separate written agreement, create any confidentiality obligation or restriction on use on Owner upon receipt of the Feedback. Owner shall be free to use and disclose Feedback as Owner deems fit without restriction or obligation; provided, however, that in no event shall Owner disclose the source of the Feedback without Recipient's prior written consent.

10. Owner shall not have any liability or responsibility for errors or omissions in, or any business decisions made by Recipient in reliance on, any Confidential Information disclosed under this Agreement. Recipient assumes all risk, known or unknown, incident to its use of Confidential Information, and Owner shall have no liability of any kind to Recipient or any third party arising out of such use. OWNER DISCLAIMS ALL WARRANTIES INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES (INCLUDING WITHOUT LIMITATION, RIGHTS UNDER PATENT, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS). RECIPIENT ACCEPTS THE CONFIDENTIAL INFORMATION IN "AS-IS" CONDITION.

11. Each party agrees that it will not, without the prior written consent of the other, issue any press release or announcement or otherwise disclose the nature of this Agreement and/or the proposed business relationship.

12. Recipient shall indemnify Owner against all losses and expenses incurred by Owner, including without limitation attorney's fees, which result from the breach of any part of this Agreement by Recipient.

13. Recipient certifies that no Confidential Information will be exported to any country in violation of the United States Export Administration Act and the regulations thereunder.

14. The parties hereby agree that any breach of any provision of this Agreement regarding confidentiality or protection of Confidential Information would constitute irreparable harm for which there is no adequate remedy at law, and that the non-breaching party shall be entitled to specific performance and/or injunctive relief in addition to other remedies available at law or in equity.

15. This Agreement shall become effective as of the Effective Date. Except for Non-Public Personal Information, all obligations hereunder regarding the use and disclosure of Confidential Information shall continue for a period of Six (6) months from the Effective Date. All obligations regarding the confidentiality of Non-Public Personal Information shall remain in effect in perpetuity.

16. This Agreement: (i) is the complete agreement of the parties concerning the subject matter hereof and supersedes any prior such agreements with respect to further disclosures on such subject matter; (ii) may not be amended or in any manner modified except in writing signed by the parties; and (iii) shall be governed and construed in accordance with the laws of the State of Ohio without regard to its conflict of law provisions. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

123 Whiting Marketing Company, LLC

By: Dan Whiting

Title: Owner

Dan Whiting Owner of
123 Whiting Marketing Company, LLC