

## NON DISCLOSURE AGREEMENT

*(NDA covering any Pitch Deck Fire organized workshop or event)*

THIS AGREEMENT is made and entered into by all parties who participate in any way (as an event ticket holder or otherwise, paid event or otherwise) in Zero to Pitch Deck – June 29<sup>th</sup>-30<sup>th</sup> 2017 (“the Event”) that is organized by Pitch Deck Fire or it’s officers. Parties agree to enter into this agreements by purchasing a ticket to or attending the event as on the date of the ticket purchased or event date, whichever comes first (“Effective Date”). The agreement covers information shared by and between any event participant (“the Disclosing Party”) and any other event participant, (“the Recipient”) (collectively, “the Parties”).

Purpose for Disclosure (“Business Purpose”): Relevant information may be disclosed by the Disclosing Party to the Recipient during the course of activities of the event to collaboratively ensure that attendees fully understand and effectively utilize the training material. This agreement covers the entirety of the event and any and all information shared by any party at the event to any other party at the event or after the event. The information may be shared verbally, visually, in a document, via email or other digital forum. The Parties hereby agree as follows:

1. For purposes of this Agreement, "Confidential Information" shall mean any and all non-public information, including, without limitation, technical, developmental, marketing, sales, operating, performance, cost, know-how, business plans, business methods, and process information, disclosed to the Recipient. For convenience, the Disclosing Party may, but is not required to, mark written Confidential Information with the legend "Confidential" or an equivalent designation.
2. All Confidential Information disclosed to the Recipient will be used solely for the Business Purpose and for no other purpose whatsoever. The Recipient agrees to keep the Disclosing Party’s Confidential Information confidential and to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care. Recipient may disclose Confidential Information only to its employees, agents, consultants and contractors on a need-to-know basis, and only if such employees, agents, consultants and contractors have executed appropriate written agreements with Recipient sufficient to enable Recipient to enforce all the provisions of this Agreement. Recipient shall not make any copies of Disclosing Party’s Confidential Information except as needed for the Business Purpose. At the request of Disclosing Party, Recipient shall return to Disclosing Party all Confidential Information of Disclosing Party (including any copies thereof) or certify the destruction thereof.
3. All right title and interest in and to the Confidential Information shall remain with Disclosing Party or its licensors. Nothing in this Agreement is intended to grant any rights to Recipient under any patents, copyrights, trademarks, or trade secrets of Disclosing Party. **ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ITS ACCURACY, COMPLETENESS OR PERFORMANCE.**

4. The obligations and limitations set forth herein regarding Confidential Information shall not apply to information which is: (a) at any time in the public domain, other than by a breach on the part of the Recipient; or (b) at any time rightfully received from a third party which had the right to and transmits it to the Recipient without any obligation of confidentiality.

5. In the event that the Recipient shall breach this Agreement, or in the event that a breach appears to be imminent, the Disclosing Party shall be entitled to all legal and equitable remedies afforded it by law, and in addition may recover all reasonable costs and attorneys' fees incurred in seeking such remedies. If the Confidential Information is sought by any third party, including by way of subpoena or other court process, the Recipient shall inform the Disclosing Party of the request in sufficient time to permit the Disclosing Party to object to and, if necessary, seek court intervention to prevent the disclosure.

6. The validity, construction and enforceability of this Agreement shall be governed in all respects by the law of the state of Colorado. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective Parties. This Agreement shall control in the event of a conflict with any other agreement between the Parties with respect to the subject matter hereof.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Pitch Deck Fire confirms that this information has been made clear and publically available to all event attendees.

Pitch Deck Fire agrees that if a Participant delivers to Pitch Deck Fire any information or data marked or identified as confidential or proprietary ("confidential information"), then Pitch Deck Fire shall not, except as otherwise permitted or instructed by the applicable Participant in writing (a) disclose or otherwise make available the confidential information to any third party except to the extent otherwise expressly permitted by this Agreement, (b) modify, copy, transmit, alter, merge, decompile, disassemble, reverse engineer or adapt any portion of the confidential information.

Name: Stacie Shaw

Title: Founder and Lead Designer – Pitch Deck Fire

Signature:  \_\_\_\_\_

Date: 12/1/2016