

CONFIDENTIALITY NONDISCLOSURE AGREEMENT

This Agreement (the "Agreement") is made as of August, 2021 by and between, Producers a Digital Astronaut Inc company [referred to as: *DAI*] and Day-Of Volunteer(s).

WHEREAS, in the course of transacting business between the parties hereto, it may be necessary and desirable for either party to disclose proprietary or confidential information, the parties hereto agree as follows:

All information and documents given to the other party shall be considered either proprietary or confidential, whether or not marked as such, and shall be subject to the terms of this Agreement.

THEREFORE, In consideration of each party making the confidential information available to the other party, the parties agree as follows:

- (i). Each party warrants that it will retain all information belonging to the other party in strictest confidence and will neither use it nor disclose it to a third party, other than its employees having a need to know, without the explicit written permission of the other party.
- (ii) Each party will limit the number of copies made of such information to those necessary and will reproduce a legend as to confidentiality or secrecy on each copy.
- (iii) Each party will require its employees to whom confidential information has been disclosed to keep it in strictest confidence.

For purposes of this Agreement, proprietary and confidential information will include all internal business practices, software, information contained on networks, LANs, computers or other magnetic or optical media, devices, concepts, prototypes, inventions (some of which may be patentable), patent applications, designs, know-how, plans for development of new technology, procedures, informational plans, strategies, business records, including but not limited to information concerning members, providers, reimbursements, rates, products, pricing, the identity of Humana's customers, any and all data identifying Humana customers either individually or as a group, including but not limited to, claims, rating, health information, and identifiable nonpublic personal information, DAI methods of doing business, and financial information regarding DAI customer contracts, both detailed information and the basic nature of the information, and contracts or business methods, in any form whatsoever (the "Confidential Information").

Each party receiving Confidential Information hereunder will:

- (i) Use the same degree of care as that party uses to protect its own confidential information of a similar nature, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, duplication or publication of such Confidential Information;
- (ii) Advise its employees who might have access to Confidential Information of the confidential nature thereof and such party hereby agrees that its employees shall be bound by the terms of this Agreement; and
- (iii) Not disclose such Confidential Information to any third party, use any Confidential Information for any unauthorized purpose, or use the Confidential Information for any purpose or in any manner that would constitute a violation of any laws or regulations.

The parties recognize that irreparable harm can be occasioned to the other party by disclosure of information relating to its business and any violation of this Agreement shall entitle the offended party to injunctive relief in addition to, and not in lieu of, any damages to which the offended party may be entitled. If confidential property or proprietary information is disclosed to a third party, the offending party will provide all reasonable assistance to the other party in obtaining retrieval of the information and shall hold harmless and indemnify the non-offending party from any claims, actions or suits arising out of the violation of this Agreement.

Notwithstanding anything to the contrary, neither party shall have an obligation to preserve the confidentiality of any information which:

- (i) has been previously published or is now or becomes public knowledge through no fault of the other party;
- (ii) at the time of disclosure is already in the lawful possession of the other party;
- (iii) was made available to the other party, without restriction on disclosure, by a third party not, to the receiving party's knowledge, under obligation of confidentiality with respect to the disclosed information;
- (iv) is independently developed by the other party;
- (v) constitutes know-how which in ordinary course becomes indistinguishable from the know-how of the other party;
- (vi) the communication is in response to a valid order by a court of competent jurisdiction or otherwise required by law.

This Agreement is effective as of the date first written above and shall continue in full force and effect for a period of two (2) years from the date of the last disclosure of Confidential Information made hereunder, or termination of the relationship requiring the disclosure of proprietary and confidential information, whichever is later.

At the termination of the relationship requiring the disclosure of proprietary and confidential information, Company will promptly, upon the request of DAI, destroy all documents or other matters furnished hereunder constituting or containing proprietary or confidential information (including all electronic information or images of same, provided, however, that this provision shall not apply to any Confidential Information contained on the receiving party's backup tapes or other system not accessible as part of receiving party's active computer system).), without retaining any copy thereof. Company shall certify in writing to DAI that all proprietary and confidential information which had been disclosed to Company hereunder has been destroyed pursuant to the terms set forth herein.

The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the state of Colorado without giving effect to its conflict of law principles. The parties agree that the courts of El Paso County, CO, shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this Agreement and each party hereby irrevocably consents to the jurisdiction of such courts for the limited purposes stated herein. If any provision of this Agreement or the application of any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

This Agreement constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties and/or subsidiaries of the parties with respect to the same subject matter hereof. There are no warranties, representations and/or agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to herein. No rights or licenses to trademarks, inventions, copyrights, or patents are implied or granted under this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this instrument to be duly executed as of the date above written.