Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into between **Vardr Partners, LLC**, a South Carolina limited liability company ("Company"), and the party identified in the Parties block below ("Recipient"), and is effective as of the date of the last signature set forth in the Execution section of this Agreement (the "Effective Date"). If Recipient is an entity, "Recipient" includes that entity together with its officers, employees, and agents who receive Confidential Information under this Agreement, and the individual signing below does so on that entity's behalf with authority to bind it.

PARTIES

COMPANY

Vardr Partners, LLC — a South Carolina limited liability company

RECIPIENT — COMPLETE ALL FOUR FIELDS

1. FULL LEGAL NAME

____

2. ENTITY TYPE AND STATE (OR “INDIVIDUAL”)

____

3. NOTICE ADDRESS

____

4. EMAIL FOR NOTICES

____

PURPOSE OF DISCLOSURE (OPTIONAL)

____

1. Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by Company to Recipient, in any form, that is identified as confidential at the time of disclosure or that a reasonable person would understand to be confidential under the circumstances, including but not limited to:

- Source code, software architecture, designs, algorithms, and technical specifications;
- Engagement-specific work product, including compliance matrices, audit simulations, past-performance materials, proposal drafts, and pricing;
- Client identities, client data (including data subject to HIPAA, FERPA, or other federal privacy regulations), and the existence or substance of client engagements;
- Vardr methodology artifacts not yet published to vardrpartners.com;
- Business plans, financial information, personnel information, and strategy;
- Information that Company is obligated to keep confidential by a third party (including any client).

Confidential Information does NOT include information that: (a) is or becomes publicly available through no fault of Recipient; (b) was in Recipient's possession without an obligation of confidentiality before disclosure; (c) is independently developed by Recipient without use of or reference to Confidential Information; or (d) is rightfully received from a third party without an obligation of confidentiality.

2. Obligations of Recipient

Recipient agrees to:

(a) Hold all Confidential Information in strict confidence and use no less care to protect it than Recipient uses to protect Recipient's own confidential information of similar importance, but in no event less than reasonable care;

(b) Use Confidential Information solely for the purpose of performing work for or evaluating engagement with Company;

(c) Not disclose Confidential Information to any third party without Company's prior written consent;

(d) Not reproduce or copy Confidential Information except as necessary to perform the authorized work;

(e) Promptly notify Company in writing of any unauthorized disclosure, loss, or use of Confidential Information that Recipient becomes aware of.

3. Term

This Agreement is effective on the Effective Date and continues until terminated. Recipient's obligations of confidentiality survive termination as follows:

- For general Confidential Information: **three (3) years** from the date Recipient signs this Agreement;
- For information that constitutes a trade secret under the South Carolina Trade Secrets Act (S.C. Code Ann. § 39-8-10 et seq.) or comparable federal law: **for so long as the information remains a trade secret**, which may be indefinitely.

4. Return or Destruction

Upon Company's written request, or upon termination of any engagement, Recipient shall promptly return or destroy all Confidential Information in Recipient's possession or control, including all copies, and certify destruction in writing if requested.

5. Compelled Disclosure

If Recipient is legally compelled to disclose Confidential Information by subpoena, court order, or other valid legal process, Recipient shall (unless prohibited by law) give Company prompt written notice so Company may seek a protective order or other appropriate remedy. Recipient shall disclose only the portion of Confidential Information that is legally required and shall cooperate with Company's reasonable efforts to obtain confidential treatment.

6. No License or Ownership

This Agreement does not grant Recipient any license or ownership in any Confidential Information. All Confidential Information remains the property of Company or its disclosing source.

7. Remedies

Recipient acknowledges that unauthorized disclosure or use of Confidential Information would cause irreparable harm to Company for which monetary damages would be inadequate. Company is therefore entitled to seek injunctive and other equitable relief in addition to any other available legal remedies, without the necessity of posting bond.

8. Governing Law and Jurisdiction

This Agreement is governed by and construed in accordance with the laws of the **State of South Carolina**, without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in **South Carolina** for the resolution of any dispute arising out of or relating to this Agreement.

9. Entire Agreement; Severability; Waiver

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements concerning that subject matter. If any provision is held unenforceable, the remaining provisions remain in full force and effect. No waiver of any breach is a waiver of any other breach or of the same breach on a subsequent occasion.

10. Electronic Signature

This Agreement may be executed by manual (wet-ink) signature or by electronic signature. The parties agree that an electronic signature — whether a typed legal name plus affirmative acknowledgment in the Vardr signing portal or a signature applied through a recognized electronic-signature service — is valid and enforceable under the Federal ESIGN Act and the South Carolina Uniform Electronic Transactions Act (S.C. Code Ann. § 26-6-10 et seq.). This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument, and a scanned, photographed, or electronically transmitted signature page has the same force and effect as an original. Signing constitutes each party's affirmation that it has read, understood, and agreed to this Agreement.

By signing in the Execution section that follows, each party agrees to be bound by all terms of this Mutual Non-Disclosure Agreement.

Execution

Each party signs below. Where Recipient is an entity, the individual signing represents that they are authorized to bind that entity. The Effective Date of this Agreement is the date of the later of the two signatures. Return one fully signed copy to Vardr Partners, LLC; retain one for your records.

COMPANY

ENTITY

Vardr Partners, LLC

SIGNATURE

PRINT NAME

TITLE

Managing Partner

DATE SIGNED

RECIPIENT

ENTITY (WRITE “INDIVIDUAL” IF SIGNING PERSONALLY)

SIGNATURE

PRINT NAME

TITLE

DATE SIGNED

Governing law: State of South Carolina. Jurisdiction: State and federal courts located in South Carolina. This Agreement may be executed in counterparts and by electronic signature under the Federal ESIGN Act and the South Carolina Uniform Electronic Transactions Act (S.C. Code Ann. § 26-6-10 et seq.), as provided in Section 10.