

TTHM Vendor Mutual Confidentiality and Non-Disclosure Agreement

MUTUAL CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT (UPDATED 04/08/24)

This Mutual Confidentiality and Non-Disclosure Agreement (this “Agreement”) is effective as of the last signature date below (the “Effective Date”) and between Telephone Town Hall Meeting, a Colorado corporation, (“TTHM”) and _____ (“Vendor”). TTHM and Vendor are referred to individually as a “Party” and collectively as the “Parties.”

The Parties are engaging in one or more transactions pursuant to which the Vendor may provide professional services to TTHM and its Clients, including but not limited to live event production services and any interactions, digital communications, or discussions between the Parties and TTHM Clients (collectively, the “Transaction”). In connection with the Transaction, the Parties may exchange Confidential Information (defined below), subject to the following terms and conditions. A Party providing any Confidential Information to another Party is referred to herein as the “Owner,” and the Party receiving any Confidential Information from another Party is referred to herein as the “Recipient.” A Party can be both an Owner and a Recipient hereunder.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. As used herein, “Confidential Information” means any and all information, whether furnished orally, in writing or in any tangible or intangible form or medium, that is confidential or proprietary to Owner, any Representatives (defined below) of Owner, any Clients of Owner, or any third party, that Owner may disclose to Recipient in connection with the Transaction, or which, although not related to the Transaction, is nevertheless disclosed as a result of discussions and/or dealings between the Parties or their Representatives and which should reasonably have been understood by the Recipient to be proprietary and confidential to the Owner, Clients, or Representatives, because of legends or other markings, the circumstances of the disclosure, or the nature of the information itself. For purposes of this Agreement, (a) “Affiliates” means any person or entity controlling, controlled by, or under common control with the applicable Party, and (b) “Representatives” means a respective Party’s Affiliates, directors, officers, employees, consultants, and advisors. “Confidential Information” also includes any Personally Identifiable Information (PII) - information that, when used alone or in conjunction with other relevant data, can identify an individual - or Protected Health Information (PHI) - any personal health information that can potentially identify an individual or reveal their medical conditions, that was created, used, or disclosed in the course of providing healthcare services, whether it was a diagnosis or treatment.
2. The term “Confidential Information” does not include any information that (a) at the time of disclosure or thereafter is generally available to the public (other than as a result of a wrongful disclosure directly or indirectly by the Recipient or its Representatives), (b) was or becomes available to the Recipient from a source other than the Owner or its Representatives, provided that the Recipient has no reasonable basis for concluding that such information was made available in violation of a confidentiality agreement with the Owner, (c) is independently developed by the Recipient without violating any of its obligations under this Agreement, (d) is generally made available to third parties by the Owner without restriction on disclosure, or (e) is disclosed with the prior written consent of the Owner.



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3. Recipient will hold the Confidential Information in confidence and protect it in accordance with the security measures by which it protects its own proprietary and/or Confidential Information of a similar nature that it does not wish to disclose, except that Recipient will use at least a reasonable degree of care. Recipient will use the Confidential Information received from Owner solely for the purpose of the Transaction and such information will be kept confidential by Recipient, except that Recipient may disclose Owner's Confidential Information, or portions thereof, to its Representatives who need to know such information for the purpose of the Transaction and who are bound by obligations of non-disclosure at least as restrictive as those imposed by this Agreement. Prior to disclosing the Confidential Information or any portion thereof to such parties, Recipient will inform those parties of the confidential nature of the Confidential Information and their duty to treat such Confidential Information in accordance with the applicable non-disclosure agreement. Each Party will be responsible for the breach of this Agreement by any person to whom it has delivered Confidential Information.
4. If Recipient or any of its Representatives become legally compelled by law, regulation, rule, or by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process, or is advised by legal counsel to disclose any of the Confidential Information, Recipient will use reasonable efforts to provide Owner with prompt notice of such requirement or advice prior to disclosure so that Owner may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained prior to the date that the Recipient is compelled to disclose any of the Confidential Information, or Owner waives compliance with the provisions hereof, the Party compelled to make disclosure will furnish only that portion of the Confidential Information which it is legally required to so furnish and use reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.
5. Following completion of any Transaction involving Confidential Information received to facilitate that transaction, Recipient will promptly destroy all physical and digital copies of Confidential Information received from Owner in Recipient's or its Representatives' possession. Retention of Confidential Information in physical or digital formats for longer than one (1) week by Recipient or its Representatives will be considered a breach of the terms of this Agreement.
6. Neither this Agreement nor the disclosure by Owner of the Confidential Information or other information to Recipient will result in any obligation on the part of either Party to enter into any further agreement with the other with respect to the subject matter hereof or otherwise, to license or purchase any products or services from the other or to require either Party to disclose any particular information to the other. Nothing in this Agreement will imply any partnership or joint venture between the Parties or be construed as making any Party the agent of the other. Neither Party makes any representation or warranty to the other as to the accuracy or completeness of any Confidential Information provided hereunder.
7. The Parties acknowledge and agree that a breach of any of the provisions of this Agreement may result in immediate and irreparable harm for which money damages would not be an adequate remedy. In the event of any breach or threatened breach of this Agreement, the non-breaching Party shall be entitled to seek equitable relief without the necessity of posting a bond, and any



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court of competent jurisdiction should immediately enjoin any breach of this Agreement and order such other equitable relief as the court may deem proper under the circumstances, including injunctions and orders for specific performance, in addition to all other remedies available at law or in equity.

8. This Agreement will terminate (5) years following the end of the Transaction, however, in the event the Parties execute a definitive agreement pertaining to the Transaction that specifically incorporates the terms and conditions of this Agreement by reference, then upon termination of that agreement. Notwithstanding the previous sentence, the non-disclosure obligations of the Recipient set forth in this Agreement with respect to the Confidential Information will survive termination.
9. Neither this Agreement nor any rights hereunder in whole or in part are assignable or otherwise transferable by either Party without the prior written consent of the other Party.
10. The laws of the State of Colorado will govern this Agreement. Any dispute arising under the terms hereof will be heard only before courts of competent jurisdiction in the State of Colorado.
11. This Agreement constitutes the entire understanding between Recipient and Owner as to the Confidential Information provided in connection with the Transaction and merges all prior and contemporaneous discussions and agreements between them relating thereto.
12. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute the same document. To facilitate the execution of this Agreement, the Parties agree that the facsimile signature of a Party shall be sufficient to bind that Party to this Agreement with the original signature to be provided as promptly as possible following execution. The facsimile signature shall be binding to the same extent as an original signature, and no Party shall have a defense that the facsimile signature was not authorized.
13. This Agreement will be binding upon each Party and its successors and assigns, and will inure to the benefit of, and be enforceable by, each Party and its successors and assigns.
14. All notices to TTHM or Vendor shall be delivered to the address set forth below the signature line of the respective Party and shall be deemed served when received by the intended recipient.
15. The provisions of this Agreement will be severable if any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions will remain enforceable to the fullest extent permitted by law.



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IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by an authorized representative as of the Date of Signing.

TTHM:

By: _____
(Authorized Signature)

Name: _____
(Printed or Typed)

Title: _____
(Printed or Typed)

Date: _____

TTHM Address for Notice:

Telephone Town Hall Meeting (TTHM)

958 Coneflower Drive

Golden, CO 80401

Attention: Compliance Manager

Email: _____

VENDOR:

By: _____
(Authorized Signature)

Name: _____
(Printed or Typed)

Title: _____
(Printed or Typed)

Date: _____

Vendor Address for Notice:

Attention: _____

Email: _____

