

## TATUM

### NON-DISCLOSURE AGREEMENT

**THIS NON-DISCLOSURE AGREEMENT** (this “Agreement”) is made and entered into by and between Tatum, and/or any of its subsidiaries or affiliates (collectively, the “Company”), and the undersigned (the “Undersigned”).

#### WITNESSETH:

**WHEREAS**, the Company and the Undersigned are interested in exploring the possibility of the Undersigned becoming a Member or Employee of the Company (the “Business Transaction”), and, in connection therewith, the Company may provide the Undersigned with Confidential Information (as defined below);

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto hereby acknowledge and agree as follows:

**1. Description of Confidential Information.** For purposes of this Agreement, Confidential Information means any information disclosed directly or indirectly in writing, orally, by the Undersigned’s visual inspection or mental impression and/or to which the Undersigned may have access during the Disclosure Period (as defined below) that is marked as confidential or proprietary or should be reasonably understood to be confidential or proprietary to the Company, including, but not limited to, information concerning the Company’s business, products, services, content, finances, customer lists, product designs and plans, marketing and technical information, and other unpublished information (including the Company’s Operating Agreement), as well as any trade secrets (as such term is defined by applicable law).

**2. Use of Confidential Information.** The Undersigned shall make use of the Confidential Information only in accordance with the provisions of this Agreement and for the purpose of evaluating the Business Transaction. The Undersigned shall not use the Confidential Information of the Company for its own use or for any purposes other than for the purpose of evaluating the Business Transaction. The Undersigned shall not copy, alter, modify, disassemble, reverse engineer or decompile any of the materials unless permitted in writing by the Company. The Undersigned shall protect the Confidential Information from disclosure and/or access by any person, other than its legal and financial advisors who have a need to know and who are bound by similar restrictions of confidentiality, by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized access, dissemination, publication or use of the Confidential Information as the Undersigned uses to protect its own confidential information of a like nature. The Undersigned shall notify the Company promptly, in writing, of any unauthorized access, disclosure or use of the Confidential Information or any other breach of this Agreement as soon as the Undersigned becomes aware of such breach and will cooperate with the Company to regain possession of the Confidential Information and prevent its further unauthorized access, disclosure or use.

**3. Exclusions.** This Agreement imposes no obligation upon the Undersigned with respect to Confidential Information that: (a) was in the Undersigned’s possession before receipt from the Company; (b) is or becomes a matter of public knowledge through no fault of the Undersigned; (c) is rightfully received by the Undersigned from a third party without a duty of confidentiality; (d) is independently developed by the Undersigned without reference to the Confidential Information; (e) is disclosed under operation of law, except that the Undersigned will disclose only such information as is legally required and will provide the Company prompt notice of the applicable subpoena or court order such that the Company will have the opportunity to seek a protective order; or (f) is disclosed by the Undersigned with the Company’s prior written approval.

Initial: \_\_\_\_\_

**4. Confidentiality Period.** This Agreement pertains to the Confidential Information disclosed and/or to which the Undersigned may have access to during and in connection with exploring the Business Transaction and until the earlier of (i) the termination of the dealings between the parties or (ii) a definitive agreement is entered into between the parties hereto which will then govern the treatment of Confidential Information thereafter (the "Disclosure Period"). This Agreement and the Undersigned's duty to hold Confidential Information in confidence expires three (3) years after the expiration of the Disclosure Period, except in the case of trade secrets, whereby the confidentiality obligations contained herein shall apply for as long as applicable law allows.

**5. Ownership and Warranties.** The Undersigned acknowledges that the Confidential Information is and shall remain the sole and exclusive property of the Company. The Undersigned acknowledges that neither the Company nor any of its officers, directors, employees or members makes any representations or warranties about the accuracy or reliability of the Confidential Information.

**6. Return of Confidential Information.** At any such time as the Company may so request, the Undersigned will, at the Company's option and request, either return or destroy (and/or provide written proof of the destruction thereof) of all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information).

**7. Injunctive Relief.** The Undersigned acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Company for which monetary damages may be difficult to ascertain or an inadequate remedy. The Undersigned therefore agrees that the Company will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief to prevent the unauthorized use or disclosure, whether existing, imminent or threatened, of its Confidential Information, in addition to any other remedies which may be available to it. All remedies shall be cumulative and all such remedies may be exercised from time to time and as often and in such order as the injured party deems expedient.

**8. Nonwaiver.** Any failure by the Company to enforce the Undersigned's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

**9. Entire Agreement.** This Agreement constitutes and represents the entire agreement between the parties as to its subject matter and supersedes the parties' prior written or oral agreements. All additions or modifications to this Agreement must be made in writing and must be signed by an authorized representative of each party.

**10. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the state of Georgia without regard to its conflicts of laws principles.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the dates set forth below.

**UNDERSIGNED:**

**COMPANY:**

**TATUM**

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Initial: \_\_\_\_\_