



LORE LINK

Non-Disclosure Agreement

In order to define each Party's obligations respecting the treatment of certain disclosed information, _____ (**Tester**) and Andromeda LLC dba Lore Link (**Lore Link**) agree to the following:

1. Definitions

- (1.) **"Discloser"** means the Party disclosing information.
- (2.) **"Recipient"** means the Party receiving the disclosed Confidential Information.
- (3.) **"Confidential Information"** means any information regardless of form or medium, whether tangible or intangible, including any copies or fixations made thereof, that is:
 - (a.) proprietary or confidential to a Discloser or its affiliated companies or to their respective customers, suppliers or other business partners including, without limitation, information that specifies, concerns or is related to Discloser's intellectual property, trade secrets, business operations, sales commissions, finances, transactions, technical know-how, prototypes, designs, processes, services, or the development, testing or commercial exploitation of any of the foregoing;
 - (b.) related to the creation of the Lore Link software product for tabletop gaming, including features, screens, workflow, and interactions;
 - (c.) provided by the Tester for the purpose of testing or evaluating the Lore Link software product for tabletop gaming;
 - (d.) directly or indirectly disclosed or to which the Recipient is otherwise provided access by Discloser or on Discloser's behalf.

2. Disclosure and Protection Periods

- (1.) The terms of this NDA shall apply to Confidential Information that is disclosed between the **"Start Date"**, as specified later in this agreement, and two (2) years after the Start Date or termination of this NDA, whichever is earlier.
- (2.) This NDA shall terminate immediately upon release of the Lore Link software product for sale to the general public, as determined by Andromeda.



(3.) Recipient will protect the Confidential Information in accordance with the terms of this NDA for a period of two (2) years from the date that the Confidential Information was disclosed to Recipient, unless Discloser specifies in writing a different protection period for specific Confidential Information, in which case Recipient shall protect such specific Confidential Information for the specified period.

3. Confidentiality Obligations

(1.) Recipient shall hold Confidential Information in confidence and use, reproduce and disclose the Confidential Information only to the extent reasonably required to fulfill the following purpose: designing, development, testing, and evaluating software products related to the tabletop gaming industry on behalf of Lore Link or their agents (the "Purpose").

(2.) Recipient shall protect the Confidential Information using the same degree of care that Recipient uses to protect its own confidential information of a similar nature in order to prevent the unauthorized use, reproduction or disclosure of the Confidential Information. Such care shall not be less than a reasonable degree of care.

(3.) Each Party will promptly advise the other in writing of any misappropriation or misuse by any person of such Confidential Information of which it may become aware.

4. Exclusions

Information that Recipient can establish:

(a.) was lawfully in Recipient's possession before receipt from Discloser without any confidentiality obligation attached thereto; or

(b.) is or becomes a matter of public knowledge through no fault of Recipient; or

(c.) was independently developed or discovered by Recipient without any reference to any Confidential Information obtained directly or indirectly from Discloser

shall not be considered Confidential Information under this NDA. Additionally, it shall not be considered a breach of this NDA if Recipient discloses Confidential Information if and only to the extent:

(i.) it is required to do so by law provided that Recipient gives Discloser sufficient notice to enable it to seek an order limiting or precluding such disclosure; or

(ii.) Discloser gives its prior written authorization to do so which is signed by an officer of the Discloser, provided that Recipient complies with the disclosure parameters set forth in such authorization.



5. Return of Confidential Information

At the Discloser's request, the Recipient shall promptly return any or all Confidential Information received from the Discloser (including, without limitation, any summaries or copies of Confidential Information) or will certify through an officer of the Recipient that all Confidential Information received from the Discloser, and any summaries or copies thereof, have been destroyed.

6. Rights

No rights to the Confidential Information are granted under this NDA other than the rights expressly granted in Section 4. In particular, Recipient shall not acquire any ownership right, interest or title in or to the Confidential Information or any intellectual property rights therein or the right to obtain or apply for such rights under this NDA.

7. No Warranty

This NDA shall not obligate either Party to disclose any Confidential Information to the other Party or enter into any further agreement or business arrangement with the other Party. **ANY INFORMATION EXCHANGED UNDER THIS NDA IS PROVIDED "AS IS"**. Discloser makes no representation, warranty or guarantee whatsoever about the Confidential Information.

8. Governing Law

Without regard to conflict of law provisions, this NDA is governed by and will be construed in accordance with the laws of Indiana and the Parties submit to the exclusive jurisdiction of the courts of Indiana in relation to all matters pertaining to or arising out of this NDA.

9. Entire Agreement

This NDA constitutes the entire agreement of the Parties with respect to the subject matter of this NDA and cancels or supersedes any prior discussions, correspondence, understandings, agreements, or communications of any nature related to the subject matter of this NDA. For greater certainty, this NDA shall supersede any prior confidentiality agreements which have the same Purpose, but shall not supersede any confidentiality agreements with purposes that differ or are more specific than the Purpose.



10. General Provisions

- (1.) All additions or modifications to this NDA must be made in writing and must be signed by an officer of both Parties.
- (2.) No waiver by either Party of a breach or omission by the other Party under this NDA shall be binding on the waiving Party unless it is expressly made in writing and signed by an officer of the waiving Party. Waiver by a Party of an individual breach or omission by the other Party shall not affect or impair the rights of the waiving Party in respect of any subsequent breach or omission of the same or different kind.
- (3.) If a court of competent jurisdiction declares any provision in this NDA invalid or unenforceable, such invalidity or unenforceability shall have no effect on the remainder of the NDA which shall remain in full force.
- (4.) Recipient may not export any Confidential Information unless Recipient complies with all applicable export laws.
- (5.) This NDA does not create any agency or partnership relationship between the Parties.
- (6.) Recipient may not assign this NDA without Discloser's express prior written authorization. Subject to the foregoing, this NDA shall inure to the benefit of and be binding upon the Parties, their successors and assigns.
- (7.) This NDA may be signed in two or more counterparts each of which together will be deemed to be an original and all of which together will constitute one and the same instrument. Signing of this NDA and transmission by facsimile document transfer will be acceptable and binding upon the Parties hereto.

11. Authorized Signers

Lore Link

Printed Name, Title

Signature

Date

Tester

Printed Name

Signature

Date