

VOLUNTEER NON-DISCLOSURE AGREEMENT (NDA)

In consideration of my engagement as a volunteer with the Murphy-Oliver Transition (the "Transition"), the training, contacts and experience that I may receive in connection with such engagement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree as follows:

Section 1. Definitions

The following terms have the following specified meanings:

"Confidential Information" means any information related to the plans, strategies, business, operations, or other affairs of the Transition or its affiliates, tangible or intangible, that is not generally available to the public, and that: (a) is conceived, compiled, developed, or discovered by me whether solely or jointly with others, during the Term, or (b) is or has been received or otherwise becomes known to me in connection with my engagement. Without limiting the generality of the foregoing, Confidential Information includes information relating to Inventions and Works, trade secrets, finances, operational plans, political plans, political affairs, legal affairs, contracts or assets of the Transition. Confidential Information also includes any information that has been made available to the Transition by any third party and which the Transition is obligated to keep confidential. Information shall be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not I have been notified that such information is Confidential Information. Confidential Information includes the knowledge whether any Material, or Inventions and Works exists.

"Inventions and Works" means any composition, work of authorship, computer program, technology, product, device, technique, know-how, algorithm, method, process, procedure, improvement, discovery or invention, whether or not patentable or copyrightable and whether or not reduced to practice, that is (a) within the scope of the Transition's business, operations, services, affairs, research or investigations or results from or is suggested by any work performed by me for the Transition and (b) created, conceived, reduced to practice, developed, discovered, invented or made by me during the Term,

whether solely or jointly with others, and whether or not while engaged in performing work for the Transition.

"Materials" means any product, prototype, sample, model, document, diskette, tape, picture, drawing, design, recording, report, proposal, paper, note, writing or other tangible item which in whole or in part contains, embodies or manifests, whether in printed, handwritten, coded, magnetic or other form, any Confidential Information, or any Invention and Work.

"Proprietary Right" means any patent, copyright, mask work, trade secret, trademark, trade name, service mark or other proprietary and/or intellectual property right in any Confidential Information, Inventions and Works, or Material.

"Term" means the period from the beginning of my engagement with the Transition, whether on a full-time, part-time or consulting basis, through the last day of such engagement.

Section 2. Confidential Information, Inventions and Works, and Materials

2.1 As between the Transition and me, the Transition is and will be the sole owner of all Confidential Information, Inventions and Works, Materials and Proprietary Rights. To the extent eligible for such treatment, all Inventions and Works will constitute "works made for hire" under applicable copyright laws.

2.2 I hereby irrevocably assign and transfer to the Transition all right, title and interest that I may now or later have in the Confidential Information, Inventions and Works, Materials and Proprietary Rights, subject to the limitations set forth in the notice below. This assignment and transfer is independent of any obligation or commitment made to me by the Transition. Further, I hereby waive any moral rights that I may have in or to any Confidential Information, Inventions and Works, Materials and Proprietary

Rights. I will take such action (including, but not limited to, the execution, acknowledgment, delivery and assistance in preparation of documents or the giving of testimony) as may be requested by the Transition to evidence, transfer, vest or confirm the Transition's right, title and interest in the Confidential Information, Inventions and Works, Materials and Proprietary Rights, and the license rights. I will not contest the validity of any Proprietary Rights.

2.3 Except as required for performance of my work for the Transition or as authorized in writing by the Transition, I will not (a) use, disclose, publish, distribute, divulge, furnish, make accessible, or permit the disclosure to anyone (other than Transition or other persons employed or designated by Transition) any Confidential Information, Inventions and Works, or Materials, or (b) remove any Materials from the Transition's premises. Without limiting the above obligations, I will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. I will hold all Materials in trust for the Transition and I will deliver them to the Transition upon request and in any event at the end of the Term. Without limiting the above obligations, I will not communicate with any member of the press, including representatives of both print and electronic media, regarding any aspect of this Agreement, the services performed by me under this

Agreement, or any knowledge or information relating to the business of Transition obtained as a result of the services performed by me under this Agreement, without the express prior approval of Transition or its designee. I shall refer promptly all queries from the press, in whatever form or circumstances they are made, to the Executive Director of the Transition or his designee.

2.4 I hereby irrevocably grant to the Transition, to the full extent of my rights in and to the same, a fully paid-up, perpetual, worldwide right and license, with the right to sublicense, disclose, offer, distribute, import, make, have made, make derivative works of, use and otherwise exploit any trade secrets, copyrights, Confidential Information, Inventions and Works belonging to me or any third party that I disclose to the Transition or its personnel or use in any Inventions and Works or Materials.

Section 3. Miscellaneous

This Agreement will be governed by the laws of New Jersey without regard to its choice of law principles to the contrary. I irrevocably consent to the jurisdiction and venue of State and Federal courts located in New Jersey, in connection with any action relating to this Agreement. Further, I will not bring any action relating to this Agreement in any other court.

This Agreement shall be effective as of November 26, 2017.

Signature

FULL NAME (print or type)

ACCEPTED:
