

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (“Agreement”) is made by and between the Institute for Medical Research, Inc., a nonprofit corporation created under state law of North Carolina to serve as a flexible funding mechanism for Veterans Affairs approved research and education pursuant to 38 U.S.C. 7361-7366 (“IMR” or the “Company”) and _____ (“Employee”). IMR and Employee are collectively referred to herein as the “Parties.” In consideration of the mutual promises and obligations in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, IMR and Employee agree as follows:

1. **Employee’s Access to Confidential Information:** By virtue of Employee’s employment with IMR, Employee will have access to the Confidential Information as defined herein.¹ Employee agrees that Employee would not have access to such Confidential Information but for Employee’s employment with IMR and that it would be unfair to disclose the Company’s Confidential Information to others, or to use it to IMR’s disadvantage. For purposes of this Agreement, “Confidential Information” includes, but may not be limited to, the following:

- A. **VA Confidential Information:** Veterans Affairs (“VA”) is subject to various laws regarding confidentiality including, but not limited to, the Privacy Act, the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), the Freedom of Information Act, and 38 U.S. 5701, 5705 and 7332. The VA may only use or disclose confidential information consistent with applicable law. Examples of VA Confidential Information includes Individually Identifiable Information contained in VA patient files, VA data, VA research and VA employee records including, but not limited to, licensure and credentialing. VA Confidential Information also includes, but may not be limited to, VA patient and employee information, including but not limited to: personnel files, credentialing and licensure files, VA research or other records that are protected from disclosure by applicable law.
- B. **Third-Party Confidential Information:** Third-Party Confidential information includes information obtained from federal or nonfederal sponsors and research collaborators in the context of potential and actual collaborative research and/or education. This information includes, but may not be limited to, trade secrets, commercial information, financial information, protocols and data, and other confidential information from third parties, such as for-profit and nonprofit business entities, academic affiliates, public and private foundations, and

¹ For the purpose of this Agreement, Confidential Information does not include information that: (a) was or is available to the public prior to the time of disclosure to Employee; or (b) becomes available to the public through no unauthorized act or omission of Employee.



government agencies, obtained during discussions or engagements in collaborative research with VA.

- C. **IMR Confidential Information:** IMR Confidential Information includes, but may not be limited to, budgets, personnel information and information pertaining to IMR's internal business operations. IMR Confidential Information also may include, but is not limited to: (i) IMR's trade secrets as defined by the North Carolina Trade Secrets Protection Act and/or the Defend Trade Secrets Act of 2016; (ii) confidential research conducted by or on behalf of IMR; (iii) IMR's confidential research and/or business development plans; (iv) IMR's non-public financial information; (v) IMR's proprietary and confidential information related to the Company's software systems, products and/or services; (vi) information that is confidentiality maintained in IMR's software system(s); (vii) technical information, including methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects; and (viii) confidential business information, including customer lists, pricing data, sources of supply, financial data and marketing, production or merchandising systems or plans.

All IMR employees are required to have a Without Compensation ("WOC") Appointment. This includes employees who are involved in research project(s) with DVAHCS. Relatedly, IMR employees are also subject to various laws regarding confidentiality including, but not limited to, the Privacy Act, Freedom of Information Act, 38 U.S.C. §§5701, 5705, and 7332. IMR's employees may only use or disclose confidential information consistent with applicable authorities. Requests for disclosure of confidential information will be handled in accordance with 5 U.S.C. § 552, E.O. 12600, and 38 C.F.R. §1.554a. Additionally, IMR's employees are bound by 18 U.S.C. 1905, known as the Defend Trade Secrets Act of 2016, to not disclose confidential and proprietary information disclosed to them in the conduct of their official duties. Further, the Economic Espionage Act of 1996 makes the theft or misappropriation of a trade secret a federal crime. See, 18 U.S.C. § 1831-1839.

2. **Nondisclosure of Confidential Information:** Employee agrees in consideration of Employee's employment with IMR, as well as the consideration referenced in Paragraph 1 above, that except as otherwise provided in Paragraph 3 of this Agreement, that at all times during Employee's employment with IMR and subsequent to the separation of Employee's employment with IMR, to hold Confidential Information in the strictest confidence. Specifically, Employee agrees not to use (except for the benefit of IMR to fulfill Employee's employment obligations) or to disclose to any person, firm or corporation other than IMR or those designated by IMR said Confidential Information, except as may otherwise be required by law or legal process.



3. **Permitted Disclosure:** Nothing in this Agreement shall prohibit or restrict Employee from lawfully: (i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by the Securities and Exchange Commission (“SEC”), the Department of Justice, the Equal Employment Opportunity Commission (“EEOC”), the Congress, or any other governmental or regulatory agency, entity, or official(s) or self-regulatory organization (collectively, “Governmental Authorities”) regarding a possible violation of any law, rule, or regulation; (ii) responding to any inquiry or legal process directed to you individually (and not directed to the Company and/or its subsidiaries) from any such Governmental Authorities, including an inquiry about the existence of this Agreement or its underlying facts or circumstances; (iii) testifying, participating or otherwise assisting in an action or proceeding by any such Governmental Authorities relating to a possible violation of law; or (iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law, rule, or regulation. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Employee’s attorney in relation to a lawsuit for retaliation against Employee for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nor does this Agreement require Employee to obtain prior authorization from the Company before engaging in any conduct described in this paragraph, or to notify the Company that Employee has engaged in any such conduct.

4. **Return of Company Property:** Upon the separation of Employee’s employment with IMR, or at any time during employment at the request of IMR, Employee will immediately surrender to IMR, in good condition: (i) all “Confidential Information”, as defined herein, that is in the Employee’s possession, custody or control; and (ii) all tangible property of IMR, including but not limited to computers, handheld electronic devices, cellular telephones, briefcases, samples, merchandise, automobiles, and furniture. In the event of the termination of Employee’s employment and upon request by IMR, Employee agrees to sign and deliver the “Termination Certification” attached hereto as Exhibit A within three (3) business days of IMR’s request. The Termination Certification must be sent by Employee via certified mail to IMR’s Director of Human Resources. Employee further agrees that at any time during employment or upon termination, at the request of IMR, to reasonably cooperate with IMR to ensure that Employee does not possess any of IMR’s property or information within any PDA, personal laptop, hard drive or thumb drive, personal cloud or email account, or any other personal electronic or data storage device, including providing access to any such devices to a third party forensic vendor for purposes of removing any such property and information, at the cost of the Company and through measures designed to protect Employee’s personal information.



5. **Equitable Relief:** Employee acknowledges that the services rendered by Employee are of a specialized character, which gives them a peculiar value, that Employee possesses unique skills, knowledge and ability, and that any breach of the provisions of this Agreement would cause IMR irreparable injury which would not reasonably or adequately be compensated by damages in an action at law. Therefore, Employee agrees that IMR shall be entitled, in addition to any other remedies it may have under this Agreement, at law or otherwise, to immediate injunctive and other equitable relief to prevent or curtail any breach of this Agreement by Employee. Nothing in this Agreement shall prohibit IMR from seeking or recovering any legal or monetary damages to which it may be entitled if Employee breaches this Agreement.

6. **Severability:** Employee and IMR expressly agree that the covenants and agreements contained in this Agreement are separate, severable, and divisible, and in the event any portion or portions of such paragraphs are declared invalid or unenforceable, the validity of the remaining paragraphs of this Agreement will not be affected. If any provision contained herein shall for any reason be held excessively broad or unreasonable as to time, territory, or interest to be protected, the court is hereby empowered and requested to construe said provision by narrowing or revising it, so as to make it reasonable and enforceable to the extent provided under applicable law.

7. **Representations:** Employee represents and warrants to IMR that neither Employee's employment with IMR nor performance of Employee's employment duties for IMR will violate any contract or arrangement, oral or written, to which Employee is a party or may be bound and does not or will not result in a breach by Employee of any covenant of nondisclosure, non-solicitation or non-competition or any other covenant or agreement owed by Employee to any person, corporation, or legal entity other than IMR.

8. **Waiver:** The waiver by IMR of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of any subsequent breach by Employee or of any of IMR's rights hereunder.

9. **Entire Agreement:** This Agreement contains the entire agreement between the Parties related to Employee's employment with IMR. This Agreement can only be changed or amended by an agreement in writing that is signed by both of the Parties. This Agreement supersedes and/or replaces any prior or contemporaneous discussions, negotiations, understandings, arrangements, written agreements and/or contracts between IMR and Employee.

10. **Governing Law:** This Agreement shall be governed by the laws of the state of North Carolina.

11. **Consent to Jurisdiction and Venue:** Employee agrees that if IMR seeks enforcement of this Agreement against Employee or damages against Employee for breach of this Agreement, whether in law or equity, or if any dispute arises in regard to this Agreement between the Parties, any such action or claim shall be brought in any federal or state court having jurisdiction in



Durham County, North Carolina, and Employee agrees that said courts having exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement. Employee hereby consents and submits to the jurisdiction and venue of said courts.

12. **Binding Effect:** Employee may not assign Employee's rights and obligations under this Agreement to any other party.

13. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. **Binding Effect of Execution:** IMR and Employee agree that this Agreement shall not bind or be enforceable by or against either party until this Agreement has been duly executed by both Employee and IMR.

By executing this Nondisclosure Agreement, Employee acknowledges that Employee has read, understood and agree to be bound by the terms of hereof.

The Parties have executed this Nondisclosure Agreement as of the date set forth below.

EMPLOYEE

_____	_____
Employee Name (Printed)	Date

_____	_____
Employee Name (Signed)	Date

INSTITUTE FOR MEDICAL RESEARCH, INC.

_____	_____
Name (Printed)	Date

_____	_____
Name (Signed)	Date

