

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 2017¹, is between, **BOOM IDEANET, LLC ("Boom")**, a Missouri limited liability company, with offices at 1000 West 46th Street, Kansas City, MO 64112, and _____ ("**Freelancer**") with a principal place of business at _____.

WITNESSETH

WHEREAS, Boom and Freelancer may provide to each other certain confidential and proprietary information in connection with the mutual business purpose described as follows: To develop marketing and advertising ideas and executions in support of Boom clients, their brands, products, and retail or service locations ("**Business Purpose**") and each desires that any such information provided shall be kept confidential by the other party. This non-disclosure agreement shall govern the disclosure and use of any information shared between the parties during any business relationship that arises as a result of the evaluation process unless and until this non-disclosure agreement is replaced by agreement that is executed by both parties and contains non-disclosure terms that supersede these terms; and

WHEREAS, in consideration of the disclosure of such information, each party is willing to keep the other party's information confidential in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, BOOM AND FREELANCER hereby agree as follows:

1. Confidentiality. Each party (and their respective employees) may use information received from the other party hereunder for their use only in connection with the Business Purpose. Each party agrees that such party shall exercise the same standard of care it uses to protect its own confidential and proprietary information (but no less than reasonable care), but in any event to forever protect the confidentiality of both (1) written information received from the other party, and (2) oral or visual information received from the other party (collectively, "**Information**"). The foregoing shall not prevent either party from disclosing Information which is (1) already known by the recipient party without an obligation of confidentiality, (2) publicly known or becomes publicly known through no unauthorized act of the recipient party, (3) rightfully received from a third party without obligation of confidentiality, (4) independently developed by the recipient party without use of the other party's Information, (5) approved in writing by the other party for disclosure, or (6) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the disclosing party provides the other party with prompt written notice of such requirement prior to any such disclosure.

2. Return of Information. Upon completion of the Business Purpose and upon the written request of the party owning the Information, the other party shall return all copies of the Information to the owning party or at the sole discretion of the owning party certify in writing that all copies of the Information have been destroyed. A party may return Information, or any part thereof, to the other party at any time.
3. No Warranty. Neither party makes any warranty, express or implied, with respect to its own Information. Neither party shall be liable to the other hereunder for amounts representing loss of profits, loss of business or indirect, consequential, or punitive damages of the other party in connection with the authorized provision or use of its Information by the other party.
4. No Further Rights. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in the Information except as provided herein.
5. Business Purpose. The parties expressly agree that the provision of Information hereunder and discussions held in connection with the Business Purpose shall not prevent either party from pursuing similar discussions with third parties or obligate either party to continue discussions with the other or to take, continue or forego any action relating to the Business Purpose. Any estimates or forecasts provided by either party to the other shall not constitute commitments.
6. Media Releases. Neither party shall make any news release, public announcement, advertisement or other form of publicity concerning the parties' relationship, or the services Freelancer is providing, has provided or will provide to Boom without the prior written approval of the other party, and which each party shall respond to within 5 (five) business days notice from the other party. No license to Boom's trademarks or service marks is granted hereby, and no such use is permitted unless in writing by Boom.
7. Hiring of Employees. From the effective date of this Agreement until twelve (12) months after the conclusion of the Business Purpose, Boom and Freelancer agree that neither it nor any of its affiliates shall, except with the prior written consent of the other, offer employment to or employ any employee of the other. However, this Section 7 shall not apply in the event an employee responds to a public advertisement or other widely disseminated employment notice and such employee is hired as a result of such response.
8. Notices. Any notice or other communication hereunder shall be sufficient if in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed to:

Addresses for Freelancer Notices:

E-mail: _____

Fax: _____

Mailing: _____

Addresses for Boom Notices:

E-mail: pbyrnes@boomideanet.com

**Mailing: Boom Ideanet, LLC
ATTN: Patricia A. Byrnes
1000 West 46th Street
Kansas City, MO 64112**

9. Miscellaneous. Any notices required by this Agreement shall be given in hand, sent by first class mail, overnight courier or via facsimile to the applicable address set forth below. The parties agree that this Agreement and any attachments hereto (1) are the complete and exclusive statement between the parties with respect to the protection of the confidentiality of the Information, (2) supersede all related discussions and other communications between the parties, (3) may only be modified in writing by authorized representatives of the parties, and (4) shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, Boom and Freelancer have each caused this Agreement to be signed and delivered by its duly authorized officer, all as of the date first set forth above.

BOOM IDEANET, LLC

Signature

Patricia A. Byrnes
VP/CFO

Name

Title

Date

Date