



Scor3card® Nondisclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between Sustainable Tulsa, Inc. ("Sustainable Tulsa") and the counterparty whose name appears in the signature block below ("Recipient"). Sustainable Tulsa and Recipient are each referenced herein as a "Party" and together as the "Parties".

RECITALS

WHEREAS; Sustainable Tulsa owns certain confidential and proprietary trade secrets which derives independent economic value, actual or potential, from not being generally known or readily ascertainable by others and that such trade secrets comprise Sustainable Tulsa's "Scor3card Program"; and

WHEREAS; Recipient desires to participate in the Scor3card Program.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The Recitals are incorporated herein by this reference.
2. **Definition of "Confidential Information".** "Confidential Information" means the information and tools that are accessed in the Scor3card portal as well as login information, all of which are trade secrets. For the avoidance of doubt, the reports generated by the Scor3card program and the results provided by Sustainable Tulsa are not "Confidential Information".
3. **Obligations of Recipient:**
 - A. Recipient shall guard and protect the Confidential Information and shall use the Confidential Information for the sole and exclusive purpose of its participation in the Scor3card program. Recipient shall carefully restrict any and all access to Confidential Information to those employees with a need to know. Recipient shall not, without prior written consent of Sustainable Tulsa, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Sustainable Tulsa, any Confidential Information.
 - B. Recipient acknowledges and agrees that all rights, title and interest in and too all Confidential Information will remain the exclusive property of Sustainable Tulsa.
 - C. Recipient further acknowledges and agrees that under applicable state and federal law, trade secrets only are afforded trade secret protection if the owner exerts reasonable effort to maintain the secrecy of the information or otherwise the information ceases to be a trade secret.
4. **Remedies.** Recipient agrees that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable harm to the Sustainable Tulsa. Accordingly, Recipient agrees that Sustainable Tulsa is entitled to, in addition to all other rights and remedies available to it at law or

in equity, an injunction restraining Recipient, any of its agents and representatives from directly or indirectly committing or engaging in any act restricted by this Agreement.

5. **Choice of Law and Venue.** This Agreement made in Tulsa County, Oklahoma and is subject to, and shall be interpreted by and in accordance with the laws (excluding conflict of law provisions) of the State of Oklahoma. Any cause of action for a breach or enforcement of, or a declaratory judgment respecting, this Agreement shall commenced and maintained only in the United States District Court for the Northern District of Oklahoma or the applicable Oklahoma state trial court sitting in Tulsa, Oklahoma and having subject matter jurisdiction.
6. **Relationships.** Nothing in this Agreement shall be construed to create a partnership or joint venture, nor to authorize any Party hereto to act as an agent for or representative of the other Party hereto. Each Party shall be deemed an independent contractor and no Party hereto shall act as, or hold itself out as acting as, agent for the other Party.
7. **Severability.** In the event any provision of this Agreement, or the application of such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent for any reason, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected and shall continue to be enforceable to the fullest extent permitted by law.
8. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
9. **No Assignment.** This Agreement may not be assigned (including performance by subcontract) by any Party hereto.
10. **Effective Date.** This Agreement is effective upon the last date signed below, and shall remain effective until Recipient ceases to participate in the Scor3card Program, provided that the obligation set forth in Section 3 shall survive in perpetuity.
11. **Entire Agreement.** This is the entire Agreement of the Parties respecting the subject matter hereof. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof.

SUSTAINABLE TULSA:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

RECIPIENT:

Signature: _____

Printed Name: _____

Title: _____

Date: _____