



Scor3card Nondisclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between the undersigned below (referred to hereinafter as "First Party") and Sustainable Tulsa, Inc. (referred to hereinafter as "Sustainable Tulsa") for the purpose of preventing the unauthorized disclosure of certain Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information during First Party 's participation/affiliation with the Scor3card program.

1. **Recitals/Definition of "Confidential Information".** The First Party understands that that he or she may receive information that is confidential and proprietary to the Scor3card program, which to the extent previously, presently, or subsequently disclosed to the First Party is hereinafter referred to as "Confidential Information." For purposes of this Agreement, "Confidential Information" shall include any and all information or material that is received by the First Party that is germane to the development, implementation and management of the Scor3card program.
2. **Obligations of First Party:**
 - A. The First Party shall hold and maintain the Confidential Information for the sole and exclusive purpose of its use in the Scor3card program. First Party shall carefully restrict any and all access to Confidential Information. First Party 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. The First Party acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of Sustainable Tulsa. Accordingly, both parties to this Agreement specifically agree and acknowledge that the Confidential Information received, shared and disclosed will be specifically used for implementation and use in the Scor3card program only. Any other use of the Confidential Information must be agreed and consented to in writing by Sustainable Tulsa.
3. **Remedies.** The First Party agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and 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, the First Party 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 the First party, any of its agents and representatives of the First Party, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.
4. **Choice of Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the substantive laws of any jurisdiction other than the State of Oklahoma. Venue for any action, dispute or proceeding arising to or arising from this Agreement shall be exclusively and irrevocably vested in the District Court of Tulsa County, State of Oklahoma and each party irrevocably consents that the jurisdiction and venue of the District Court of Tulsa County, State of Oklahoma as the exclusive forum and venue for resolution of any action, dispute or proceeding related to or arising from this Agreement and waives any defense(s) or objection(s) to such jurisdiction based upon lack of personal jurisdiction, forum non-conveniens or otherwise.
5. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
6. **Severability.** If a Court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties identified herein.

By clicking hereinbelow the Parties hereby agree to the terms of this Agreement as they are specifically set forth herein and the Parties have caused this Agreement to be duly executed and made effective.

Signature

Date