



Participant Confidentiality Undertaking

This is the form of undertaking required by Section 7.3 of the Mutual Non-Disclosure Agreement. It is completed by a participant in a group session and not by the parties to that Agreement.

Undertaking

I am attending a session facilitated or presented by _____ (the “Presenter”) together with _____, who is also named to me as entitled to enforce this undertaking. In exchange for being admitted and given access to its content and materials, which I acknowledge is good and sufficient consideration, I agree that: (1) everything presented, shown, discussed or distributed in the session, including the frameworks, methods, assessments, recommendations, terminology and materials used, is confidential and belongs to the Presenter or to the other party to the Presenter’s mutual non-disclosure agreement, and I will not use it outside the session or disclose it to anyone; (2) what any other participant says about themselves or their business stays in the session, and each such participant may enforce this paragraph against me; (3) I will not record, film, photograph, transcribe, screen capture or stream any part of the session, except by a means of auxiliary aid I need in order to participate, which the Presenter shall agree in advance and in good faith or, failing agreement, provide, whose output is for me alone and I will delete it when the session ends, and I will not admit or run any automated notetaker, transcription tool or artificial intelligence assistant; (4) I will not copy, download, distribute, post, adapt, re-teach or reuse any material provided; (5) I will not use any recording, image, voice or likeness from the session to train or create any artificial intelligence model, synthetic voice or digital replica; (6) I will not enter anything from the session, or any note or summary of it, into any generative artificial intelligence or machine learning service, model or tool; (7) I will not use anything from the session in my own business, methods, materials, training, prompts, products or services, whether or not renamed or reworded, and remembering something rather than writing it down gives me no right to use it; (8) within twenty (20) days of written request I will return or permanently delete every copy, note, file and derivative of session material in my possession and confirm in writing that I have done so; (9) I will tell the Presenter in writing within five (5) business days after I become aware of any loss, misuse or unauthorized disclosure of anything covered by this undertaking; and (10) I will not present anything from the session as my own origination or attribute it to any person other than its originator. This undertaking does not cover information I already held free of confidence or that is or becomes public other than through me, which public naming or description of it does not establish, does not limit paragraph (3) or (5), and does not reach the sequence, method or combination in which it was arranged, and I may disclose to the extent required by law or court order, telling the Presenter first if I am permitted to. Everything given in the session is for discussion and evaluation only, no one is engaged to advise me in any professional capacity, I decide and act on my own judgment, and, absent fraud or a knowing misstatement made to deceive me, I make no claim against the Presenter or any party named to me arising from anything said, shown or recommended in the session or from my decision to act or not to act on it. Business days means days other than a Saturday, Sunday or public holiday in Orange County, Florida.

Duration, Governing Law and Enforcement

Obligations (1), (2), (3), (4), (6), (7), (9) and (10) continue for ten (10) years from the date of the last session I attend, and thereafter for as long as the information remains a trade secret; obligations (5) and (8) continue without time limit. This undertaking is governed by Florida law and enforceable exclusively in the state or federal courts sitting in Orange County, Florida, to whose jurisdiction I submit, and the prevailing party in any proceeding to enforce it recovers its court costs and reasonable actual attorneys' fees. The Presenter, and each other party named to me at or before the session, is an expressly identified third party beneficiary for whose benefit each obligation above is given and may enforce it against me. This undertaking binds me when I sign it, whether or not the Presenter signs. A breach would cause harm that money cannot measure, and each of them may obtain injunctive relief and specific performance without proving actual damages. If any provision is held unenforceable the remainder continues and that provision is modified to the minimum extent necessary to make it enforceable.

Protected Reports and Reviews

Nothing in this undertaking limits my right to report a suspected violation of law to, file a charge with, take part in an investigation or proceeding conducted by, or otherwise communicate voluntarily with, about a suspected violation of law or a matter within its authority, any government agency or self-regulatory organization, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board and the Occupational Safety and Health Administration, or to receive an award for information I provide, and no prior notice or consent is required. To the extent this undertaking is a form contract within 15 U.S.C. § 45b(a) (3), no provision of it prohibits or restricts me from engaging in a covered communication within 15 U.S.C. § 45b(a) (2), imposes any penalty or fee on me for doing so, or transfers any intellectual property right I hold in review or feedback content, and any provision that would do so is void to that extent. Consistent with 15 U.S.C. § 45b(b) (2) and § 45b(b) (3), that does not affect any duty of confidentiality imposed by law or any claim for defamation, and does not permit me to disclose trade secrets, privileged or confidential commercial or financial information, content that is clearly false or misleading, or the personal information or likeness of another person.

Notice of Immunity Under the Defend Trade Secrets Act

Notice under 18 U.S.C. § 1833(b): you may not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret in confidence to a federal, state or local government official, directly or indirectly, or to an attorney, solely to report or investigate a suspected violation of law, or in a document filed under seal in a lawsuit or other proceeding.

PARTICIPANT

Signing on my own behalf.

Name _____

Email _____

Signature _____

Date signed _____

PRESENTER

Accepting for itself and for the benefit of each party named to the participant, without obligating that party.

Name _____

Email _____

Signature _____

Date signed _____