



## NON-DISCLOSURE AGREEMENT

This Agreement (the “*Agreement*”) is made as of \_\_\_\_\_, 2024 between Integrity Financial Groups, Inc. (“*Company*”) and \_\_\_\_\_ (“*Counter-party*”). Both Company and Counter-party are referred to in this Agreement individually as a “*party*” and collectively as “*parties*”.

1. The parties wish to discuss a business relationship relating to business development, financial product development, quantitative financial engineering, and business financing (*the “Presentation”*). In the course of the assessment of the Presentation, the Counter-party (in such capacity, “*Recipient*”) may receive non-public, confidential, and proprietary information of the Company (in such capacity, “*Disclosing Party*”).
2. “*Confidential Information*” means any non-public, confidential, and proprietary information protected under the Protecting American Intellectual Property Act of 2022, trade secrets protected under the Economic Espionage Act of 1996 and the Defend Trade Secrets Act of 2016, or data identified as confidential provided to or disclosed to Recipient by Disclosing Party or on its behalf, in any form whatsoever or in or by any medium whatsoever, including, without limitation, any financial and accounting statements and information, trade or business services, discoveries, ideas, concepts, know-how, techniques, designs, strategies, specifications, marketing plans, or customer names that are proprietary to Disclosing Party or a third party to whom Disclosing Party has a duty of confidentiality and other technical, financial or business information obtained for the Presentation or under this Agreement. Such information includes, but is not limited to, all documents and materials that the Disclosing Party designates as “Private” “Privileged” “Confidential” or “Highly Confidential” are subject to the Non-disclosure Agreement. The fact that discussions are taking place between the parties, the substance of those discussions, and the terms of any agreement that may be entered into also constitute Confidential Information.
3. Recipient agrees it shall: (i) use the Confidential Information solely for assessment and performance of the Presentation; (ii) use commercially reasonable precautions and exercise commercially reasonable care to maintain the confidentiality of the Confidential Information; and (iii) not disclose the Confidential Information except with Disclosing Party’s prior written consent or as otherwise permitted in this Agreement. Notwithstanding the foregoing, Recipient may disclose the Confidential Information to its and its affiliate’s respective investors, employees, officers, directors, accountants, attorneys, and other professional advisors (including without limitation, auditors), agents, consultants, service providers, and representatives (“*Representatives*”) who need to know the Confidential Information of the Presentation and who have been informed of the confidential nature of the Confidential Information and of the provisions of this Agreement and who have been directed to treat such Confidential Information in accordance with the terms of this Agreement. Recipient agrees to advise Disclosing Party in writing of any misappropriation or misuse of Confidential Information in breach of this Agreement by any of Recipient’s Representatives of which Recipient may become aware and to be liable for any such breach by its Representatives unless such representative has entered into a confidentiality agreement directly with the Disclosing Party regarding the Disclosing Party’s Confidential Information.

### **Integrity Financial Groups, Inc.**

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4. Recipient shall have no obligation with respect to Confidential Information to the extent, but only to the extent, that such information:
- (i) was, is, or becomes generally publicly known other than as a result of disclosure by Recipient or its Representatives in violation of this Agreement;
  - (ii) is or becomes available to Recipient or its Representatives on a non-confidential basis from a source other than Disclosing Party, provided that such source is not known by Recipient or its Representatives to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, Disclosing Party or any other party with respect to such information;
  - (iii) was or is independently developed by Recipient or its Representatives without the use of any Confidential Information in violation of this Agreement; or
  - (iv) is requested or required by law, rule, or regulation or pursuant to an applicable legal, judicial, governmental, or regulatory agency, authority (including self-regulatory organizations, exchanges, clearing house or trading facility having jurisdiction over Recipient or its Representatives) or process (including, without limitation, by interrogatory, request for information or documents, subpoena, deposition, civil investigative demand to other processes) (collectively, "Law"), to disclose any of the Confidential Information. To the extent that the Recipient and/or its Representatives is requested or required by law to disclose Confidential Information, it shall, to the extent practicable and permissible by law, promptly notify the Disclosing Party of such request or requirement, and permit Disclosing Party to intervene in any relevant proceedings to protect its interest in the Confidential Information, and shall provide, to the extent practicable and permissible by Law, commercially reasonable cooperation and assistance to Disclosing Party, at the Disclosing Party's sole cost and expense, in seeking to obtain such protection. Notwithstanding the foregoing, no notice shall be required in respect of any disclosure made to any banking, financial, securities, or similar supervisory or regulatory or governmental authority exercising its supervisory, examination, or audit functions over the Recipient or any of its Representatives, provided that notice of such disclosure will be provided to the extent practicable and permissible by law.

Notwithstanding the foregoing, the parties and their Representatives may disclose to any and all persons, without limitation of any kind, the U.S. federal tax treatment and tax structure of the Presentation(s) contemplated by the Presentation.

5. The parties agree that as between Disclosing Party and Recipient, all Confidential Information remains the sole property of Disclosing Party, and no license or other rights (including any intellectual property rights) in the Confidential Information are granted to the Recipient or implied hereby. Disclosing Party warrants it has the right to disclose the Confidential Information to the Recipient but otherwise makes no warranty as to the Confidential Information.
6. Neither party shall make use of the other party's name, or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.
7. It is understood and agreed that neither this Agreement nor discussions between the parties shall be construed to create: (i) any obligation to refrain from entering into agreements or negotiations with any other party; (ii) any partnership, joint venture, joint enterprise or business relationship between the parties; or (iii) any obligation to the other party hereunder with regard to the Presentation or any proposed service, product, initiative, application or other business undertaking or venture. Such

obligations would be incurred, if at all, pursuant to the terms of a separate formal agreement. Nothing in this Agreement, expressed or implied, is intended to confer on any third party any rights or remedies under or by reason of this Agreement.

8. The parties hereto, for good and valuable consideration the receipt of which is hereby acknowledged and for the future consideration that one or more of the parties have or will have introduced or will introduce one or more parties who may advise, counsel, assist, negotiate, and/or conclude some type of business Presentation (s) with one or more of the parties. Therefore, the undersigned do hereby covenant and agree that no party will ever circumvent, bypass, or obviate the others or any one of the parties in any dealings present or future with any such parties or party so introduced to the other party hereto. By way of illustration, but not way of limitation, each of the parties understands and agrees that non-circumvent means that one of the parties individually or in combination will not, without the prior knowledge, consent, and cooperation of the remaining party hereto, approach, contact, solicit, discuss, or negotiate with any such party or parties regarding any agreement, arrangement, undertaking or act by which profit, pay, income, commission or other benefits that would or might possibly result or accrue to anyone else, nor shall we permit anyone in our behalf to perform any of the above acts of circumvention. It is agreed and understood that should any one or more of the parties attempt, cause, or permit the circumvention of any one or more of the parties, then the circumvented party shall be entitled to all income, commissions, profits, pay, benefit or any other thing of value to which the principal committing or permitting such circumvention or may become entitled by reason of or through any Presentation conducted or concluded through, by or under such circumvention. Notwithstanding the foregoing, nothing shall restrict either party from soliciting or calling any such party or parties to the extent that such party has already established a working relationship with such other party.
9. Because a receiving party's use of information disclosed to it might be damaging to the competitive position of the disclosing party, each receiving party agrees not to use any Confidential Information disclosed, to compete with the disclosing party.
10. Upon the Disclosing Party's written request, Recipient will promptly return or at Recipient's election destroy all copies of the Confidential Information in its possession (and it will direct its Representatives to whom it has disclosed the Confidential Information to do the same). Recipient will supply Disclosing Party with a written statement of confirmation that the Confidential Information has been destroyed without any copies thereof having been retained. Notwithstanding the foregoing, Recipient and/or its Representatives shall be permitted to retain copies of the Confidential Information that are required to be retained pursuant to law, internal compliance, or document retention policies or that is electronically stored pursuant to automatic back-up storage or archival procedures or systems. Such retained Confidential Information shall remain subject to the confidentiality obligations contained herein.
11. Recipient acknowledges and agrees that breaches of confidentiality and other breaches hereof may cause irreparable harm to the Disclosing Party such that monetary damages might not be sufficient to remedy such harm, and that the Disclosing Party is entitled to seek injunctive relief without the necessity of proving actual damages, in addition to such remedies at law or in equity as the law may allow. In the event of a final non-appealable judgment issued by a court of competent jurisdiction concerning any such breach or violation, the non-prevailing party shall also be liable for the documented reasonable out-of-pocket costs, and expenses including, reasonable actual incurred legal fees, arising from such litigation and incurred in the enforcement of this Agreement. The non-prevailing party shall also be liable for any such damages and reasonable out-of-pocket costs, and expenses arising from breach or violation by its Representatives (excluding potential financial sources) of the obligations of confidentiality herein contained as determined in the final non-appealable judgment issues by a court of competent jurisdiction.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to principles of conflicts of law. Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of the State of Utah and of the United States District Court for the Central District of Utah, and any appellate court from any thereof, in any suit, action, proceeding, claim or counterclaim brought by or on behalf of any party related to or arising out of this Agreement (each a "Proceeding"), and each party hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such Proceeding may be heard and determined in such court. With respect to any such Proceeding, each party hereto hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law,
- (i) any objection which it may now or hereafter have to the laying of venue,
  - (ii) the defense of an inconvenient forum and
  - (iii) any right to trial by jury.
13. In the event that any provision of this Agreement or the application thereof to any person or in any circumstance shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder shall be unaffected and shall continue to be valid and may be enforced to the fullest extent permitted by law. This Agreement may only be modified in writing (other than by electronic communication) executed by both parties.
14. This Agreement and the obligations of each Recipient hereunder shall automatically terminate Five (5) years from the date first above written.
15. This Agreement shall inure for the benefit of and be binding upon each of the parties and their respective successors and assigns; provided, however, that neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon the permitted assigns or transferees of each party.
16. Notwithstanding the terms of use or other confidentiality provisions in any confidentiality, end-user or license agreements of any website designated by the parties or its agents to disseminate Confidential Information (collectively, "Click-Through Agreements"), the terms of this Agreement shall exclusively govern the treatment of Confidential Information and the terms of any Click-Through Agreements shall be disregarded with respect to the treatment of Confidential Information.
17. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered (which delivery may be made by electronic transmission) shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by a duly authorized representative of such party as of the date first above written.

**Integrity Financial Groups, Inc.**



Dallin Hawkins  
Founder and CEO

AGREED AND ACCEPTED THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_

By:

Title:

AGREED AND ACCEPTED THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2024.