

**Non-Disclosure Agreement NDA**

1) ATO Consulting, LLC, a California Corporation, having its office at 1007 west College Ave #171, Santa Rosa, CA95401, and [REDACTED], a corporation, having its offices at [REDACTED], are considering entering into a business relationship with each other. In this connection, it may be necessary for the parties to provide to each other technical data and/or other proprietary and confidential information, materials and/or products. In addition, information or knowledge may be imparted through examination, analysis or working with samples provided by one party to the other. All these aforementioned activities and data collectively referred to as "Proprietary Information" relating to products and/or services provided by both parties. All Proprietary Information disclosed by one party to the other shall be identified as such by the disclosing party by an appropriate legend, stamp or other written indication. Any proprietary Information not in tangible form when disclosed will be subject to the restrictions on disclosure and use provided for herein.

2) The parties understand and acknowledge that each party's Proprietary Information has been developed through the expenditure of substantial time and money, that the disclosing party desires to retain its Proprietary Information in trust and confidence and to withhold access thereto from third parties and that the commitments set forth herein are a condition precedent to the parties agreement to disclose their respective Proprietary Information to each other.

3) Each party therefore agrees: (i) to use all reasonable efforts to keep the disclosing party's Proprietary Information confidential, and (ii) that the disclosing party's Proprietary Information will not, except as specifically authorized in writing by the disclosing party (a) be disclosed or revealed directly or indirectly to any third party other than an employee of the receiving party who reasonably requires access thereto and who has undertaken an obligation of confidentiality with respect to such Proprietary Information; or (b) be utilized by the receiving party for any purpose other than to evaluate the feasibility of entering into a business relationship with the disclosing party.

4) Upon request by the disclosing party, the receiving party will promptly return to the disclosing party all drawings, specifications, data and other information in tangible form, and any materials and products provided by the disclosing party, containing or embodying the disclosing party's Proprietary Information, together with all copies thereof.

5) The receiving party shall not be under any obligation with respect to the disclosing party's Proprietary Information (i) after three years following receipt thereof, or (ii) if and to the extent that the receiving party can prove that such Proprietary Information:

- a. was known to it without restriction at the time of receipt from the disclosing party as shown by documents in the receiving party's possession;
- b. was disclosed to it on a non-confidential basis by a third party having the right to disclose same;
- c. either had been published or otherwise made available to the public at the time of receipt by it from the disclosing party or subsequently became published or available to the public other than by a breach of this Agreement, but in such event only as of said subsequent date; or
- d. was developed by the receiving party independently of any disclosure to it by the disclosing party, as shown by documents in the receiving party's possession.

6) This Agreement expresses the entire agreement of the parties and cannot be assigned, altered, changed or otherwise modified unless mutually agreed to by the parties hereto in writing. Nothing in this Agreement shall be construed to obligate the parties to enter into any business arrangement, to disclose any Proprietary Information or to constitute the grant of a license to either party under any patent, patent application, trademark, and copyright or with respect to any Proprietary Information of the disclosing party.

7) If any part of any provision of this Agreement shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining part of such provision or the remaining provisions of this Agreement. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

This Agreement is signed below by the duly authorized representatives of the parties.

ATO Consulting, LLC

Company Name: \_\_\_\_\_

By: *Enguerrand Guilloux, Signed*

By: \_\_\_\_\_

Name: Enguerrand Guilloux

Name: \_\_\_\_\_

Title: CEO & Founder

Title: \_\_\_\_\_

Date: Tuesday, May 28, 2019

Date: \_\_\_\_\_



### III - RESPONSIBILITIES OF CLIENT

Client shall provide the following:

- A. Client shall grant access all necessary information, may include access required resources to complete deliverables such as access to the facility, ERP/MRP/PLM access or proprietary documentations to execute services listed in **XYX-ABC-##** and revisions per 'II RESPONSIBILITIES OF Contractor'
- B. Client shall make known and available to Contractor all Client policies and procedures applicable to this contract.
- C. Client shall provide internal resources, where it is deemed necessary.

### IV COMPENSATION

A. Client shall pay Contractor for services provided under this Agreement as follows:

(1) For Services rendered by Contractor, Contractor will receive **US\$ \_\_\_ per each \_\_\_ (Day / Hrs)** worked payable on presentation of invoice detailing dates, hours worked and description of services or tasks performed for each invoiced period as agreed on quotation **XYX-ABC-##**.

(2) If the Contractor is required to travel on behalf of the Client under this agreement, the Client shall reimburse Contractor for all pre-approved travel expenses reasonably incurred in connection with the performance of duties as a Contractor. Contractor must obtain prior written authorization prior to any travel on behalf of the Client.

Reimbursement in connection with the performance of Contractor's duties under this Agreement will be made no later than **fifteen (15) days** following the Client's receipt of an approved expense report, including written documentation and receipts, itemizing the dates on which expenses were incurred. Client will pay Contractor for the following pre-approved expenses incurred while the Agreement between Contractor and the Client exists:

- All travel expenses to and from all work sites. Travel in the continental US and outside the US by air will be made in economy class using fully refundable fares.
- Meal expenses;
- Administrative expenses;
- Lodging Expenses if work demands overnight stays; and
- Miscellaneous travel-related expenses (taxi, parking and tolls, etc.).

(3) Total amount payable under this contract shall be executed per quotation **XYX-ABC-##** upon Client approval as described in Title 'II RESPONSIBILITIES OF Contractor'.

(4) Additional charges, when applicable, will require modification of **XYX-ABC-##** as described in Title 'II RESPONSIBILITIES OF Contractor'.

B. Client shall make payment to 'ATO Consulting, LLC' as described in 'IV - COMPENSATION' per invoice produced by Contractor. Invoice will be mailed electronically, to Client at an interval agreed with the Client and stated in quotation **XYX-ABC-##**.

C. No payment shall be made unless and until the Client verifies that all services for which payment is requested have been fully and satisfactorily performed. Contractor shall submit to Client any documentation necessary to substantiate the full and satisfactory performance of the services for which payment is requested. The Client's administrator who will verify the services have been performed and approve the invoice is:

*Client's representative:*

D. In the event that this agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to Pro-Rata payment of the compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

E. Approved payments shall be made by Client of invoicing from Contractor per the following payment scheme. Payment made on or after:

- 15 calendar days from the date of invoice: Full invoiced amount plus 3.0% penalty per day up to 15 days
- 30 calendar days from the date of invoice: Full invoiced amount plus 6.0% penalty per day up to 30 days
- 45 calendar days from the date of invoice: Full invoiced amount plus 12.0% penalty per day up to 45 days

#### V - AMENDMENT

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by both Client and Contractor.

#### VI – INSURANCE

Consultant will maintain during the life of this Agreement, comprehensive general liability insurance written on an occurrence basis providing for a combined single limit of \$1 million for bodily injury, death and property damage.

Consultant will maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a combined single limit of \$1,000,000.

## VI - TERMINATION

This Agreement may be terminated upon *fifteen (15) days* written notice by either party to this Agreement. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct.

## VI – RETURN OF PROPERTY

Upon the expiration or termination of this agreement, the Contractor will return to the Client any property, documentation, records or confidential information which is the property of the Client.

## VII – CAPACITY / INDEPENDENT CONTRACTOR

In providing the Services under this agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payment made to the Contractor under this agreement.

## VIII - ASSIGNMENT

Neither Contractor nor Client may assign or transfer any interest in this Agreement without the prior written consent of the other party.

## IX - INDEMNIFICATION

A. Contractor agrees to defend, indemnify, and save free and harmless Client, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of Contractor, its officers, agents, or employees.

B. Client agrees to defend, indemnify, and save free and harmless Contractor, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of Client, its officers, agents, or employees.

**X - OWNERSHIP**

A. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials produced by Contractor under this Agreement shall be the sole and exclusive property of Client. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Client in the United States or in any other country without the express written consent of Contractor.

B. Client shall NOT publish, disclose, distribute and otherwise use, copyright or patent any such materials produced by Contractor without the express written consent of Contractor.

**XI - NOTICES**

Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following persons and at the following addresses:

**CONTRACTOR:**

Enguerrand Guilloux  
 ATO Consulting, LLC.  
 1007 West College Ave., #171  
 Santa Rosa, CA95401

**CLIENT:**

Name:

Title:

Company name:

Address:

**XII - DIVERSITY PROGRAMS**

Contractor agrees to comply with any applicable Client employment or contracting diversity programs, policies or procedures.

This Agreement is signed below by the duly authorized representatives of the parties.

ATO Consulting, LLC	Company Name: <input type="text"/>
By: <i>Enguerrand Guilloux, Signed</i>	By: <input type="text"/>
(signature)	(signature)
Name: Enguerrand Guilloux	Name: <input type="text"/>
Title: Contractor	Title: <input type="text"/>
Date: <input type="text"/>	Date: <input type="text"/>

APPENDIX

Appendix #	Document #	Document Revision	Document Name	Approved Date (Contractor & Client)
A				
B				
C				

EXAMPLE