

MUTUAL NONDISCLOSURE AGREEMENT

Empower Digital Solutions, Inc., (“Recipient”), is desirous of meeting with representatives of Wired Communications, LLC (“Wired”) an Indiana Limited Liability Company (“Wired”), for the purpose of discussing the potential development, or continuation, of a business relationship (“Business Relationship”) between the parties. During the meeting or meetings between the parties, certain proprietary information may be exchanged between them.

Therefore, in consideration of such disclosures and the undertakings giving rise to such disclosures it is agreed as follows:

1. Confidential Information. Each party agrees that the receipt and review of information supplied by the other shall be subject to the following conditions:
 - (a) “Confidential Information” shall include all proprietary Information or trade Secrets, as defined by the Indiana Uniform Trade Secrets Act, Ind. Code § 24-2-3-1 et. seq., pertaining to the current interest, projects and activities of each party, both oral and that contained in tangible materials and including, but not limited to, samples, documents, written, printed or otherwise, as well as other records previously, now, or hereafter furnished or disclosed by such party, and either relating to the parties’ Business Relationship or identified as confidential and proprietary, shall not be disclosed, published or reproduced by the other party in whole or in part, except for:
 - (i) Information which, at the time of its disclosure is, or which thereafter becomes, a part of the public domain; provided that such information is not placed in the public domain by the party to whom it was disclosed after its receipt thereof from the other party;
 - (ii) Information which is known to the party to whom it is disclosed at the time of its disclosure, or which thereafter becomes known to the party to whom it is disclosed from a source other than the other party hereunder;
 - (iii) Information which is, or which has been, furnished to a third party by either party hereunder without restriction of the third party’s rights to disclose to others; and
 - (iv) Information which is disclosed to others by one party with written authorization of the other party.

- (b) Each party agrees to disclose all Confidential Information received from the other party only to those of its employees or agents having a need to know basis and further agrees to inform all such employees and agents receiving such information of its obligations under this Agreement.
- (c) Each party agrees to take reasonable precautions to avoid wrongful disclosure of such other party's Confidential Information by its employees and agents.
2. Trade Secrets. Each party agrees that nothing in this Agreement nor in the disclosure of proprietary information shall be deemed, by implication or otherwise, to convey any rights, trade secrets, or other proprietary rights of the disclosing party.
3. Documents. Unless otherwise specified in writing, all documents and materials containing any Confidential Information shall remain the property of the disclosing party. Upon request by either party, the other party agrees to return all documents and materials containing any Confidential Information of the disclosing party, as well as all copies thereof.
4. Miscellaneous. The Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, and it may not be amended or modified except in writing signed by both parties. Neither party shall be liable for disclosure of Confidential if disclosure is made in response to a valid order of a court or authorized agency of government, providing that such party provides reasonable notice to the other party so that the non-disclosing party may seek to prevent or limit such disclosure. In no event will either party, without the prior written consent of the other, transmit, directly or indirectly, any Confidential Information, or any portion thereof, to any country outside of the United States. This Agreement shall inure to the benefit and may be enforced by a party, its successors and assigns, and it shall be binding upon the other party, its directors, officers, employees, agents, successors and assigns. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

In witness thereof the parties have caused this Agreement to be executed by their duly authorized representatives.

WIRED COMMUNICATIONS, LLC

EMPOWER DIGITAL SOLUTIONS, INC

By: Thomas Sweeney

BY: [Signature]

Its: Business Manager

Its: President

Date: April 10, 2023

Date: 11 April 2023