

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is made by and between AtPrime Media Services, a wholly owned division of National Retirement Programs, Inc. a New York Corporation ("Atprime"), and Christopher Walker (the "Receiving Party"), and is effective as of the last date written below.

WHEREAS, the parties desire to disclose information to each other in connection with a potential business relationship;

NOW, THEREFORE, the parties agree as follows:

The Receiving Party understands that AtPrime has disclosed or may disclose information (including, without limitation, trade secrets, works of authorship, copyrightable materials, schematics and other technical, business and financial plans, forecasts, strategies and information), which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of AtPrime.

The Receiving Party understands that AtPrime has disclosed or may disclose confidential or proprietary information of a third party (including, without limitation, trade secrets, call lines, reagents, antibodies computer programs, circuits, mask works, works of authorship, source and object codes, algorithms, techniques, know-how, formulas, processes, product ideas, inventions (whether patentable or not), copyrightable materials, schematics and other technical, business, financial and product development plans, forecasts, strategies and information), which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Third Party Information".

In consideration of the parties' discussions and any access the Receiving Party may have to Proprietary Information of AtPrime and Third party Information, the Receiving Party hereby agrees as follows:

1. The Receiving Party agrees (i) to hold AtPrime's Proprietary Information and Third Party Information in confidence and to take all necessary precautions to protect AtPrime's Proprietary Information and Third Party Information, including, without limitation, all precautions the Receiving

CONFIDENTIAL DISCLOSURE AGREEMENT Page 2

Party employs with respect to its confidential materials; (ii) not to divulge any such Proprietary Information or Third Party or any information derived therefrom to any third person; and (iii) not to make any use whatsoever at any time of such Proprietary Information or Third Party Information except to evaluate whether to enter into the currently contemplated business relationship with AtPrime. Without granting any right or license, AtPrime agrees that the foregoing shall not apply with respect to information the Receiving Party can document (i) which is in the public domain at the time of disclosure or which thereafter enters the public domain, through no improper action or inaction by the Receiving Party or any affiliate, (ii) was in its possession or known by it prior to receipt from AtPrime, or (iii) was rightfully disclosed to it by another person without restriction or (iv) was independently developed by the Receiving Party.

2. The Receiving Party agrees to return all copies of Proprietary Information or Third Party Information to AtPrime immediately upon request without retaining any copies thereof. All rights to any graphic or code developed for AtPrime Media Services, a wholly owned division of National Retirement Programs, Inc. shall remain the property of Atprime Media Services.

3. This Agreement shall terminate as of the later of; (i) one year of the date of this agreement, or (ii) upon receipt of written notice by either party to the other that the Agreement is terminated; provided, that the provisions of Section 1 above shall survive after termination of this Agreement for a period of five years except any proprietary software existing before, or, after this agreement .shall remain the propriety property of AtPrime Media Services, its assigns, or, survivor entity forever.

4. The Receiving Party will notify AtPrime in writing immediately upon the occurrence of any unauthorized use or release of any Proprietary Information to a Third Party.

5. The receiving Party shall notify, in wring via email, of any conflict of interest pertaining to prior clients within the same Retirement Industry , or current , or future clients as part of your current or future full time job. You are prohibited from imparting our techniques of programming data, and coding of any of our Proprietary Computer Programs residing on the Atprime Media Services, National Retirement Programs, Inc. , or its' successors or assigns Computers. If found guilty in a New York court of law, you will pay all reasonable expenses plus \$75,000 per occurrence for this breach of contract. This clause 5 shall only be in effect for any such occurrence for 18 months after

you, the "Receiving Party", or I, "Atprime", shall have terminate our relationship.

AtPrime agrees that the foregoing shall not apply with respect to information the Receiving Party can document (i) which is in the public domain at the time of disclosure or which thereafter enters the public domain, through no improper action or inaction by the Receiving Party or any affiliate, (ii) was in its possession or known by it

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CONFIDENTIAL DISCLOSURE AGREEMENT

Page 3

If any portions of this contract are, in a court of law, deemed unenforceable, the remaining portions hereof shall remain in full force and effect. This statement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this statement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

ATPRIME MEDIA SERVICES RECEIVING PARTY

By: _____

Its: President Name (Print)

Data:,

Address:

521 Fifth Avenue – Suite 1700 New York, New York
10175

Date:November 21, 2022

Receiving Party: Christopher Walker

Address: 104 Whitetail Drive Beaver Falls PA

Email: chris.walker1966@gmail.com

Zip Code: 15010

Telephone: 1-412-715-6432