

CONFIDENTIALITY AND PROPRIETARY RIGHTS AGREEMENT

This **CONFIDENTIALITY AND PROPRIETARY RIGHTS AGREEMENT** (this “**Agreement**”) is entered into by and between **NEW JERSEY DENTAL ASSOCIATION**, a New Jersey non-profit organization (“**NJDA**”) and _____ (the “**Restricted Party**”) (NJDA and the Restricted Party are collectively referred to herein as the “**Parties**”) as of _____, 20__ (the “**Effective Date**”).

In consideration of the Restricted Party’s engagement by NJDA as a volunteer, employee, or vendor/contractor as applicable, which the Restricted Party acknowledges to be good and valuable consideration for the Restricted Party’s obligations under this Agreement, NJDA and the Restricted Party hereby agree as follows:

1. Confidentiality and Security.

(a) Confidential Information.

(i) The Restricted Party understands and acknowledges that during the course of its employment, vendor/contractor, or engagement as a volunteer (as applicable) by NJDA, the Restricted Party will have access to and learn about confidential, secret, and proprietary documents, materials, data, and other information, in tangible and intangible form, of and relating to NJDA and its businesses and existing and prospective members and other associated third parties (“**Confidential Information**”). The Restricted Party further understands and acknowledges that this Confidential Information and NJDA’s ability to reserve it for the exclusive knowledge and use of NJDA is of great competitive importance and value to NJDA, and that improper use or disclosure of the Confidential Information by the Restricted Party will cause irreparable harm to NJDA, for which remedies at law will not be adequate and may also cause NJDA to incur financial costs, liability under confidentiality agreements with third parties, civil damages, and criminal penalties.

(ii) For purposes of this Agreement, Confidential Information includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic, or any other form or medium, relating directly or indirectly to: practices, policies, plans, publications, documents, research, operations, services, strategies, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, material, sources of material, member information, financial information, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, payroll information, staffing information, personnel information, employee lists, member lists, developments, reports, internal controls, security procedures, graphics, drawings, sketches, market studies, notes, communications, and original works of authorship of NJDA or any existing or prospective member or other associated third party, or of any other person or entity that has entrusted information to NJDA in confidence.

(iii) The Restricted Party understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable

person to be confidential or proprietary in the context and circumstances in which the information is known or used.

(iv) The Restricted Party understands and agrees that Confidential Information developed by the Restricted Party in the course of the Restricted Party's engagement by NJDA shall be subject to the terms and conditions of this Agreement as if NJDA furnished the same Confidential Information to the Restricted Party in the first instance. Confidential Information shall not include information that is generally available to and known by the public, provided that such disclosure to the public is through no direct or indirect fault of the Restricted Party or person(s) acting on the Restricted Party's behalf.

(b) Disclosure and Use Restrictions.

(i) The Restricted Party covenants:

(A) to treat all Confidential Information as strictly confidential;

(B) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever (including other employees or members of NJDA) not having a need to know and authority to know and to use the Confidential Information in connection with the operation of NJDA and, in any event, not to anyone outside of the direct employ of NJDA, except as required in the performance of any of the Restricted Party's authorized employment duties to NJDA and only after execution of a confidentiality agreement by the third party with whom Confidential Information will be shared or with the prior consent of an authorized representative acting on behalf of NJDA in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent); and

(C) not to access or use any Confidential Information, and not to copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the premises or control of NJDA, except as required in the performance of any of the Restricted Party's authorized duties to NJDA or with the prior consent of an authorized representative acting on behalf of NJDA in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent). The Restricted Party understands and acknowledges that the Restricted Party's obligations under this Agreement regarding any particular Confidential Information begin immediately and shall continue during and after the Restricted Party's employment by NJDA until the Confidential Information has become public knowledge other than as a result of the Restricted Party's breach of this Agreement or a breach by those acting in concert with the Restricted Party or on the Restricted Party's behalf.

(ii) Permitted disclosures.

(A) Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government

agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Restricted Party shall promptly provide written notice of any such order to an authorized representative of NJDA. Nothing in this Agreement prevents the Restricted Party from disclosing or discussing any sexual assault or sexual harassment dispute arising after the execution of this Agreement.

(B) Nothing in this Agreement prohibits or restricts the Restricted Party (or Restricted Party's attorney) from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization, or any other federal or state regulatory authority regarding a possible securities law violation.

(C) Nothing in this Agreement in any way prohibits or is intended to restrict or impede any right the Restricted Party may have under Section 7 of the National Labor Relations Act, including the right to file unlawful labor practice (ULP) charges or participate, assist, or cooperate in ULP investigations/to exercise protected rights to the extent that such rights cannot be waived by agreement, or otherwise disclose information as permitted by law. The Restricted Party is permitted to discuss the terms and conditions of employment with other Restricted Parties, the media, or others for mutual aid or protections.

(iii) Notice of Immunity Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016. Notwithstanding any other provision of this Agreement:

(A) The Restricted Party will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(B) If the Restricted Party files a lawsuit for retaliation by NJDA for reporting a suspected violation of law, the Restricted Party may disclose NJDA's trade secrets to the Restricted Party's attorney and use the trade secret information in the court proceeding if the Restricted Party (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

(c) Duration of Confidentiality Obligations. The Restricted Party understands and acknowledges that the Restricted Party's obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon the Restricted Party first having access to such Confidential Information (whether before or after the Restricted Party is formally engaged by NJDA) and shall continue during and after the Restricted Party's engagement by NJDA until such time as such Confidential Information has become public knowledge other than as a result of the Restricted Party's breach of this Agreement or breach by those acting in concert with the Restricted Party or on the Restricted Party's behalf.

2. Proprietary Rights.

(a) Work Product. The Restricted Party acknowledges and agrees that all writings, works of authorship, technology, inventions, discoveries, ideas, and other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by the Restricted Party individually or jointly with others during the period of the Restricted Party's employment by NJDA and relating in any way to the business or contemplated business, research, or development of NJDA (regardless of when or where the Work Product is prepared or whose equipment or other resources is used in preparing the same) and all printed, physical, and electronic copies, all improvements, rights, and claims related to the foregoing, and other tangible embodiments thereof (collectively, "**Work Product**"), as well as any and all rights in and to copyrights, trade secrets, trademarks (and related goodwill), patents, and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions, and renewals thereof (collectively, "**Intellectual Property Rights**"), shall be the sole and exclusive property of NJDA. For purposes of this Agreement, Work Product includes, but is not limited to, NJDA information, including plans, publications, research, strategies, techniques, agreements, documents, contracts, terms of agreements, negotiations, know-how, manuals, reports, graphics, market studies, notes, communications, original works of authorship, member information, member lists, marketing information, and advertising information.

(b) Work Made for Hire; Assignment. The Restricted Party acknowledges that, by reason of being engaged by NJDA at the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by NJDA. To the extent that the foregoing does not apply, the Restricted Party hereby irrevocably assigns to NJDA, for no additional consideration, the Restricted Party's entire right, title, and interest in and to all Work Product and Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit NJDA's rights, title, or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than that NJDA would have had in the absence of this Agreement.

(c) Further Assurances; Power of Attorney. During and after the Restricted Party's engagement with NJDA, the Restricted Party agrees to reasonably cooperate with NJDA to (i) apply for, obtain, perfect, and transfer to NJDA the Work Product and Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (ii) maintain, protect, and enforce the same, including, without limitation, executing and delivering to NJDA any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as shall be requested by NJDA. The Restricted Party hereby irrevocably grants NJDA power of attorney to execute and deliver any such documents on the Restricted Party's behalf in the Restricted Party's name and to do all other lawfully permitted acts to transfer the Work Product to NJDA and further the transfer, issuance, prosecution, and maintenance of all Intellectual Property Rights therein, to

the full extent permitted by law, if the Restricted Party does not promptly cooperate with NJDA's request (without limiting the rights NJDA shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be impacted by the Restricted Party's subsequent incapacity.

(d) Moral Rights. To the extent any copyrights are assigned under this Agreement, the Restricted Party hereby irrevocably waives, to the extent permitted by applicable law, any and all claims the Restricted Party may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" with respect to all Work Product and all Intellectual Property Rights therein.

(e) No License. The Restricted Party understands that this Agreement does not, and shall not be construed to, grant the Restricted Party any license or right of any nature with respect to any Work Product or Intellectual Property Rights or any Confidential Information, materials, software, or other tools made available to the Restricted Party by NJDA.

3. Non-Disparagement. The Restricted Party agrees and covenants that the Restricted Party will not make, publish, or communicate defamatory or disparaging remarks, comments, or statements concerning any of NJDA's services. The Restricted Party agrees and covenants that the Restricted Party will not at any time make, publish, or communicate to any person or entity or in any public forum any maliciously false, defamatory, or disparaging remarks, comments, or statements concerning NJDA or any of its employees, volunteers, officers, and existing and prospective members and other associated third parties now or at any time in the future. Nothing in this Agreement shall affect any right the Restricted Party may have under Section 7 of the National Labor Relations Act (NLRA), including the right to file unlawful labor practice (ULP) charges or to participate, assist, or cooperate in ULP investigations/to exercise protected rights to the extent that such rights cannot be waived by agreement, or otherwise to disclose information as permitted by law. The Restricted Party is permitted to discuss the terms and conditions of employment with other Restricted Parties, the media, or others for mutual aid or protection. This Section does not restrict or impede the Restricted Party from exercising any rights to communicate with securities regulators to report suspected unlawful conduct, or rights to discuss or disclose information regarding a sexual assault or sexual harassment dispute arising after the date of this Agreement. This Section also does not prevent the Restricted Party from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. The Restricted Party shall promptly provide written notice of any such order to an authorized officer of NJDA within three (3) days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit NJDA to contest the order or seek confidentiality protections, as determined in NJDA's sole discretion.

4. Acknowledgment. The Restricted Party acknowledges and agrees that the services to be rendered by the Restricted Party to NJDA are of a special and unique character; that the Restricted Party will obtain knowledge and skill relevant to NJDA's industry, methods of doing business, and marketing strategies by virtue of the Restricted Party's employment; and that the terms and conditions of this Agreement are reasonable under these circumstances. The Restricted Party further acknowledges that the amount of the Restricted Party's compensation reflects, in

part, the Restricted Party's obligations and NJDA's rights under this Agreement; that the Restricted Party has no expectation of any additional compensation, royalties, or other payment of any kind not otherwise referenced herein in connection herewith; that the Restricted Party will not be subject to undue hardship by reason of the Restricted Party's full compliance with the terms and conditions of this Agreement or NJDA's enforcement thereof; and that this Agreement is not a contract of employment and shall not be construed as a commitment by either of the Parties to continue an employment relationship for any certain period of time. Nothing in this Agreement shall be construed to in any way terminate, supersede, undermine, or otherwise modify the at-will status of any employment relationship between NJDA and the Restricted Party (as applicable), pursuant to which either NJDA or the Restricted Party may terminate the employment relationship at any time, with or without cause, with or without notice.

5. Remedies. The Restricted Party acknowledges that NJDA's Confidential Information and NJDA's ability to reserve it for the exclusive knowledge and use of NJDA is of great importance and value to NJDA, and that improper use or disclosure of the Confidential Information by the Restricted Party will cause irreparable harm to NJDA, for which remedies at law will not be adequate. In the event of a breach or threatened breach by the Restricted Party of any of the provisions of this Agreement, the Restricted Party hereby consents and agrees that NJDA shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief. The Restricted Party further acknowledges that each member of NJDA is an intended third-party beneficiary of this Agreement.

6. Successors and Assigns.

(a) Assignment by NJDA. NJDA may assign this Agreement to any subsidiary or corporate affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of NJDA. This Agreement shall inure to the benefit of NJDA and permitted successors and assigns.

(b) No Assignment by the Restricted Party. The Restricted Party may not assign this Agreement or any part hereof. Any purported assignment by the Restricted Party shall be null and void from the initial date of purported assignment.

7. Governing Law; Jurisdiction and Venue. This Agreement, for all purposes, shall be construed in accordance with the laws of New Jersey without regard to conflicts-of-law principles. Any action or proceeding by either Party to enforce this Agreement shall be brought only in any state or federal court located in the state of New Jersey, county of Middlesex. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

8. Entire Agreement. Unless specifically provided herein, this Agreement contains all the understandings and representations between the Restricted Party and NJDA pertaining to

the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter; provided, however, that any Employment Agreement or other engagement agreement (as applicable) between NJDA and a Restricted Party shall remain in full force and effect. In the event of any inconsistency between the provisions of this Agreement and any such Employment Agreement or other engagement agreement (as applicable), this Agreement shall control.

9. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Restricted Party and by a duly authorized representative of NJDA (other than the Restricted Party). No waiver by either of the Parties of any breach by the other Party hereto of any condition or provision of this Agreement to be performed by the other Party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the Parties in exercising any right, power, or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

10. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the Parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The Parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, by adding additional language to this Agreement, or by making such other modifications as it deems warranted to carry out the intent and agreement of the Parties as embodied herein to the maximum extent permitted by law. The Parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

11. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart's signature page of this Agreement by facsimile, email in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document has the same effect as delivery of an executed original of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date above.

NJDA:

NEW JERSEY DENTAL ASSOCIATION

By:

Name:

Title:

RESTRICTED PARTY:

Name:

Title:

Organization: