

SUBCONTRACTOR CONFIDENTIALITY AGREEMENT

PF-99, Revision 3
Effective 10/09/2023

PART I AGREEMENT

1.1. SUBCONTRACT NUMBER:

1.2. SUBCONTRACTOR:

1.3. SERVICE PROVIDER NAME:

1.4. SERVICE PROVIDER SIGNATURE/DATE:

I understand in the connection with performance of my duties for SRNS I may be granted access to certain confidential and proprietary information of SRNS, the U.S. Government, or other third parties. Proprietary information is, without limitation, all technical, financial, business, or other information, of any kind whatsoever, either clearly identified as confidential or may be reasonably inferred to be confidential.

As a condition of my assignment at SRNS, I agree to diligently preserve and maintain any such proprietary information in strict confidence. Such obligation will extend during the term of my SRNS assignment and shall continue indefinitely thereafter in accordance with the exceptions outlined below. I agree not to use, or further disclose, such proprietary information received for my personal benefit or the benefit of another except as authorized in writing by a duly authorized representative of SRNS. I understand all documents and other tangible property, to include copies made or compiled by me, relating in any way to the business of SRNS, are the exclusive property of SRNS, and I agree to return all such documents and tangible property to SRNS immediately upon termination of my assignment with SRNS or at such earlier time as SRNS may request.

I understand I have no obligation and assume no liability with respect to any portion of proprietary information previously known to me, as demonstrated by written record, or is or becomes publicly available independent of actions or inactions on my part. I understand I may disclose proprietary information if required by law or court order, but I agree to immediately inform SRNS of such obligation to permit SRNS an opportunity to obtain a protective order.

The provisions of this agreement are consistent with and do not supersede, conflict with, or otherwise alter any subcontractor's obligations, rights, or liabilities created by existing statute or executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling executive orders and statutory provisions relating to these protections are incorporated into this agreement and are controlling.

Notwithstanding obligations in this agreement, pursuant to 18 U.S.C. §1833(b) the Defend Trade Secrets Act (DTSA), a Party receiving proprietary information shall not be held criminally liable under any federal or state trade secret law for the disclosure of a trade secret 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 filed in a lawsuit or other proceeding, if such filing is made under seal. The parties shall notify their employees, directors, officers, and consultants of this fact to the extent notification is required by the DTSA.