

Mutual Non-Disclosure Agreement

In order to protect certain Confidential Information (as defined below), **Locality Media, Inc. dba First Due ("First Due")**, a Delaware corporation with a principal place of business at **107 7th Street, Garden City, NY 11530** and **Oklahoma City Water Utilities Trust** with a principal place of business at **420 W. Main, Suite 500, Oklahoma City, Oklahoma 73102 ("OCWUT")**, and **The City of Oklahoma City** with a principal place of business at **200 N. Walker Ave. Oklahoma City, Oklahoma 73102 ("The City")**, each individually referred to as a "Party" and collectively referred to as the "Parties", agree that:

1. **Effective Date:** The effective date of this mutual non-disclosure agreement ("Agreement") is **JANUARY 28TH**, 2025 ("Effective Date").
2. **Confidential Information:** Each Party possesses certain non-public proprietary information, which has economic value and is protected with reasonable safeguards to maintain its secrecy ("Confidential Information"). Confidential Information shall include, but is not limited to: (i) any financial data, business and strategic plans, customer and marketing information, sales data, electronic configurations, design information, product architecture, algorithms, quality assurance plans, trade and manufacturing secrets, drawings, samples, devices, demonstrations, technical information, as well as any and all intellectual and industrial property rights contained therein or in relation thereto, title to which belongs to the Disclosing Party or which the Disclosing Party has a right to disclose; (ii) any information which can be obtained by examination, testing or analysis of any of the items in (i) above and any hardware, software or any component part thereof provided directly or indirectly by the Disclosing Party to the Recipient; and (iii) analyses, compilations, derivatives, studies, reports and other documents prepared by the Recipient which contain or otherwise reflect or are generated from any of (i) or (ii) above.
3. **Purpose:** The Parties receiving Confidential Information (each, a "Recipient") from the other Parties disclosing Confidential Information (each, a "Discloser") will use the Confidential Information solely for the purpose of evaluating a potential business arrangement (hereinafter "Purpose"). Recipient shall not use or exploit Disclosing Party's Confidential Information for its own benefit or for the benefit of another except for the Purpose stated herein, without the prior written consent of Disclosing Party, which consent may be withheld for any or for no reason.
4. **Disclosure:** Recipient will hold all of the Confidential Information in confidence and use such information only for the Purpose. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own similar information to protect the Confidential Information. Recipient shall prevent (a) any use of Confidential Information not authorized in this Agreement, (b) communication of Confidential Information to any third party without prior written authorization from the Discloser, or (c) publication of Confidential Information. Recipient shall disclose the Confidential Information only to its officers, directors, employees and advisors who need to know the Confidential Information and who are bound by confidentiality terms and conditions at least as restrictive as those contained in this Agreement. Recipient shall not use the Confidential Information to compete with Disclosing Party or provide such Confidential Information to a third party to compete with Disclosing Party.
5. **Termination:** This Agreement shall remain in effect until it is terminated by either Party with thirty (30) days prior written notice. The terms and conditions of this Agreement shall survive any such termination with respect to Confidential Information that is disclosed prior to the effective date of termination.
6. **Term:** Unless the Parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires two (2) years from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed.
7. **Identification of Confidential Information:** A Recipient will have a duty to protect Confidential Information (a) if it is marked or accompanied by documents clearly and conspicuously designating them as "confidential" or the equivalent; or (b) if it is identified by the Discloser as confidential before,

during or promptly after the presentation or communication; or (c) if it should reasonably be understood as confidential from the nature of the information and/or circumstances under which it is disclosed.

8. **Exceptions to Obligations:** This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which (a) the Recipient can demonstrate was already in its possession before receipt from the Discloser; (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party not known to be bound by a duty of confidentiality; or (d) is independently developed by the Recipient without a breach of this Agreement. If a Recipient is required by a court order or other legal or administrative directive to disclose Confidential Information, Recipient shall (if permitted under the order or directive) provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other remedy, and reasonable assistance in opposing such disclosure, seeking a protective order, or other means of disclosure limitation.
9. **Warranties: EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE AND NO RESPONSIBILITY OR LIABILITY IS OR WILL BE ACCEPTED BY EITHER PARTY IN RELATION TO OR AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS".**
10. **No Obligation:** This Agreement imposes no obligation on a Party to exchange Confidential Information or to enter into any subsequent transaction.
11. **Export Compliance:** A Recipient will adhere to all applicable laws and regulations of the U.S. Export Administration and will not export or re-export any technical data or products received from a Discloser, or the direct product of such technical data, to any proscribed country listed in the U.S. Export Administration regulations, or foreign national thereof, unless properly authorized by the U.S. Government.
12. **Intellectual Property:** No Party acquires any intellectual property rights under this Agreement except the limited rights necessary to carry out the purposes as set forth in this Agreement. Subject to the obligations of this Agreement, no Party will be precluded from independently developing technology or pursuing business opportunities similar to those covered by this Agreement. Each Party retains sole discretion to assign or reassign the job responsibilities of its employees.
13. **Non-Solicitation:** For two (2) years from the Effective Date, the Parties agree not to, either directly or through others, solicit or attempt to solicit any employee, consultant or independent contractor of each other; provided, that the foregoing will not prohibit general advertisements for employment not specifically directed towards employees of the Parties.
14. **Damages:** Each Party acknowledges that damages for breach of this Agreement may be irreparable; therefore, the injured Party may be entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at law or in equity.
15. **Indemnification:** Each Party to the extent permitted by Oklahoma law undertakes to defend, indemnify and hold harmless the other Party and/or its affiliates from and against all claims, costs, losses and/or damages (including legal costs) suffered or incurred by the negligent acts or omissions of its affiliates as a result of any breach or non-performance by the first mentioned Party of any of its obligations under this Agreement.
16. **Jurisdiction and Venue:** This Agreement is made under, and will be construed according to, the laws of the State of Oklahoma without giving effect to any choice or conflict of law or rule. The courts in Oklahoma shall have the exclusive jurisdiction to decide any dispute arising out of or in relation to this Agreement.
17. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable in whole or in part, the Parties agree that such provision shall be reformed and construed to the maximum extent enforceable, and that the remaining provisions shall remain valid and enforceable to the maximum extent compatible with law.
18. **Consent:** This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable without the prior written consent of the other Party. All additions or modifications to this Agreement must be made in writing and must be signed by all Parties. Each

Party agrees that facsimile signatures will have the same legal effect as originals signatures and may be used as evidence of execution.

19. **Headings:** The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision of this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

LOCALITY MEDIA, INC.

By: Toby Ritt
 Name: Toby Ritt
 Title: VP Sales
 Date: Dec 06 2024 11:44 PST

OKLAHOMA CITY WATER UTILITIES TRUST

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this 28TH day of JANUARY, 2025.

ATTEST:
Amy K. Simpson
 SECRETARY



[Signature]
 CHAIRMAN

THE CITY OF OKLAHOMA CITY

APPROVED by the Council and signed by the Mayor of The City of Oklahoma City this 28TH day of JANUARY, 2025.

ATTEST:

Amy K. Simpson
 CITY CLERK



David Holt
 MAYOR

REVIEWED for form and legality.

[Signature]
 Assistant Municipal Counselor