



MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

AGREEMENT dated and effective as of the ____ of _____, 2026, by and between Leepfrog Technologies, Inc. with a principle place of business at 2451 Oakdale Blvd., Suite 200, Coralville, IA 52241 and _____ with a principle place of business at _____ (each of which may be referred to herein as the "Receiving Party" and/or the "Disclosing Party"), as the case may be, of information.

WHEREAS, the parties have entered into discussions concerning a possible business relationship or transaction and may determine to enter into such a relationship or transaction (the "Purpose");

WHEREAS, to further these ends, each party may disclose to the other certain Confidential Information (as hereinafter defined) solely for the Purpose; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the acceptance and sufficiency of which are hereby acknowledged, each of the parties hereto, intending to the legally bound, does hereby agree as follows:

1. **Confidential Information.** Pursuant to the Purpose, the Receiving Party may have access to, among other things, certain of the Disclosing Party's confidential and proprietary business documents and information, including, but not limited to, patent and patent applications, trade secrets, and proprietary information, marketing data, financial information, sources of supply, technologies, products, know-how, product specifications, trade secrets, current and future product marketing plans, current and future research and development, and product characteristics and specifications, all of which are or may be deemed to be confidential and proprietary and are owned and used by or are exclusively licensed to the Disclosing Party. Such information shall be referred to hereinafter as "Confidential Information" and shall also include any and all other confidential and proprietary information relating to the business conducted by the Disclosing Party.
2. **Exclusions.** The following information shall not be deemed Confidential Information: (i) information which has become publicly available without breach of this Agreement, (ii) information which was rightfully received by the Receiving Party from a source not under obligation of confidentiality to the Disclosing Party, (iii) information in the possession of the Receiving Party, in written or other recorded form, prior to disclosure by the Disclosing Party, and (iv) information which is developed by the Receiving Party independent of any Confidential Information.

Additionally, notwithstanding the foregoing, it shall not be a breach of this Agreement for either party to disclose Confidential Information of the other party if required to do so under law or pursuant to an order in a judicial or other governmental investigation or proceeding, provided the other party has been given prior written notice and makes a reasonable effort to obtain, or assist in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential information be disclosed only for the purposes for which the law or regulation required, or for which the order was issued.

3. **Non-Use and Non-Disclosure; Notification of Loss.** Each party's obligations under this Agreement will survive termination of this Agreement and will continue in full force and effect with respect to the Confidential Information of the other party. The Receiving Party shall hold the Confidential Information in secrecy and confidence in accordance with the provisions of this Agreement and shall use the Confidential Information solely for the Purpose. The Receiving Party shall protect Confidential Information from unauthorized use or disclosure and shall limit access to Confidential Information to those employees and representatives who are bound by obligations of confidentiality at least as stringent as those found herein, and who have a need to know for the Purpose, and shall advise any such person(s) of the confidential nature thereof. Receiving Party acknowledges that Disclosing Party's software programs contain valuable Confidential Information and agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any of the Disclosing Party's software programs' Confidential Information unless authorized in writing by the Disclosing Party. The Receiving Party will immediately notify Disclosing Party in writing upon discovery of any loss or unauthorized use or disclosure of the Disclosing Party's Confidential Information. The parties agree that neither party will communicate any information to the other party in violation of the proprietary rights of any third party without prior written consent from such third party.
4. **Term, Termination, and Return of Confidential Information.** This Agreement will terminate three (3) years after the Effective Date, or may be terminated by either Party at any time upon sixty (60) days' written notice. Upon termination or written request by the Disclosing Party, the Receiving Party shall cease any use of the Confidential Information, promptly deliver to the Disclosing Party all documents and other recordings containing Confidential Information supplied to the Receiving Party and all copies thereof, and destroy all notes, summaries, analyses and compilations prepared by the Receiving Party or for the Receiving Party's use containing or reflecting any such Confidential Information. Upon written request by the Disclosing Party, the Receiving Party shall further provide a written certification signed by an officer of Receiving Party that all of Disclosing Party's Confidential Information has been returned and destroyed and that Receiving Party has retained no copies. Notwithstanding the foregoing, Recipient's obligations for nondisclosure of source code shall survive indefinitely.

5. **Ownership of Confidential Information.** All Confidential Information shall remain the exclusive property of the Disclosing Party and nothing in this Agreement, or any course of conduct between the parties shall be deemed to grant to the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, or any part thereof, other than as expressly granted herein. By disclosing Confidential Information to the Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. Disclosing Party reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein.
6. **No Rights Granted; No Warranty.** Confidential Information may be preliminary or incomplete and relate to products under development or planned for development. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NO WARRANTIES ARE MADE BY EITHER PARTY. THE DISCLOSING PARTY ACCEPTS NO RESPONSIBILITY FOR ANY EXPENSES, LOSSES OR ACTIONS INCURRED OR UNDERTAKEN BY RECEIVING PARTY AS A RESULT OF RECEIVING PARTY'S USE OF CONFIDENTIAL INFORMATION. Receiving Party acquires no intellectual property rights under this Agreement except the limited rights necessary for the Purpose.
7. **Remedies.** It is specifically understood and agreed that any breach of this Agreement may result in irreparable injury to the Disclosing Party and that a remedy at law alone may be an inadequate remedy for such breach, and that in addition to any other remedy it may have, the Disclosing Party shall be entitled to seek the specific performance of this Agreement by the Receiving Party and to seek both temporary and permanent injunctive relief (to the extent permitted by law). The rights and remedies provided to each Party herein are cumulative and in addition to any other rights and remedies available to such Party at law or in equity.
8. **Governing Law.** This Agreement shall be construed under and governed by the laws of the State of Iowa, excluding that body of Iowa law concerning conflicts of law.
9. **Waiver; Severability.** The waiver by either party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party. No waiver of any provision of this Agreement shall be effective unless in writing and executed by the party waiving the right. If any provision of this Agreement, or the application thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the fullest extent permitted by law.
10. **Assignment.** Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, except that after giving ninety (90) days' written notice, a party may assign this Agreement without such consent to its successor by way of merger, acquisition, or sale of all or substantially all of its assets. The terms of this Agreement shall be binding upon assignees.
11. **Definitive Agreement.** Neither party is legally obligated to go forward with the business relationship or any other business transaction. Either party may terminate discussions or negotiations at any time after providing thirty (30) days' written notice. Either party may engage in discussions or negotiations with third parties, even if such discussions or negotiations relate to possible business transactions similar or identical to this transaction, provided the terms of this Agreement are followed with respect to each Parties Confidential Information.
12. **Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the Parties with respect to such matter. No modification of or amendment to this Agreement will be effective unless in writing and signed by each Party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as a binding contract under seal as of the day and year first above written.

LEEPFROG TECHNOLOGIES INC

Signature Date

Greg Soare
Printed Name

Signature Date

Printed Name

Vice President, Higher Education Accounts