*This document will be sent via DocuSign to those who submit an intent to bid.*

**Attachment 2: NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement (this “**Agreement**”), dated as of [12/4/2025], (“**Effective Date**”), is entered into by and between Resource Innovations, Inc., a Delaware corporation (“**Resource Innovations**”), and [Counterparty Name] with offices located at [City] [State] (“**Receiving Party**” and together with Resource Innovations, the “**Parties**,” and each, a “**Party**”).

In consideration of the covenants, terms, and conditions contained in this Agreement, the Parties agree as follows:

1. **Purpose**. In connection with the CalMTA program Request for Proposal (the “**Purpose**”), Resource Innovations will disclose to the Receiving Party certain confidential technical and business information that Resource Innovations desires Receiving Party to treat as confidential, subject to the terms and conditions of this Agreement.
2. **Confidential Information.**
   1. **Definition.** “**Confidential Information**” means all non-public information or materials concerning a Party’s business and/or operations which is disclosed by Resource Innovations or otherwise made accessible to Receiving Party either directly or indirectly in writing, visually, electronically or orally and which is either identified or marked as proprietary or confidential at the time of disclosure or information which a reasonable person would determine is confidential based upon the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, information or material concerning Resource Innovations’ business, finances, pricing, sales and marketing, strategies, projections, suppliers and customers (including but not limited to supplier and customer lists), products, services, research and development, technology and technical data, designs, specifications, components, software, source code, object code, formulas, techniques, engineering, information technology systems, internal processes, policies and procedures, inventions, ideas, methods, discoveries, confidential intellectual property, and trade secrets. Confidential Information also includes any notes, analyses, compilations, studies or other material or documents prepared by the Receiving Party which contain, reflect or are based, in whole or in part, on the Confidential Information. Confidential Information may include confidential information of a third party that is in Resource Innovations’ possession and is disclosed to Receiving Party under this Agreement.
   2. **Exceptions.** Confidential Information shall not, however, include any information or material that Receiving Party can establish:
      1. was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure to Receiving Party by Resource Innovations;
      2. becomes publicly known or made generally available without a duty of confidentiality after disclosure to Receiving Party by Resource Innovations through no action or inaction of Receiving Party;
      3. is in the rightful possession of Receiving Party without confidentiality obligations at the time of disclosure by Resource Innovations to Receiving Party as shown by Receiving Party’s then-contemporaneous written files and records kept in the ordinary course of business; or
      4. is independently developed by the Receiving Party without the use of Confidential Information as evidenced by the Receiving Party’s business records.
   3. **Compelled Disclosure.** If Receiving Party becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, Receiving Party will provide Resource Innovations prompt written notice of such disclosure and will assist Resource Innovations in seeking a protective order or another appropriate remedy. If Resource Innovations waives Receiving Party’s compliance with this Agreement or fails to obtain a protective order or other appropriate remedy, Receiving Party will furnish only that portion of the Confidential Information that is legally required to be disclosed, provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.
3. **Receiving Party’s Obligations.** The Receiving Party shall
   1. protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as Receiving Party would use to protect its own Confidential Information of a like nature, but in no event with less than a commercially reasonable degree of care, to prevent its unauthorized use, disclosure, dissemination, or publication;
   2. not use Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose, or otherwise in any manner to Resource Innovations’ detriment, including without limitation, to reverse engineer, disassemble, decompile, or design around Resource Innovations proprietary services, products, samples and/or confidential intellectual property;
   3. not disclose any Confidential Information or permit any Confidential Information to be disclosed, either directly or indirectly, to any person or entity without Resource Innovations’ prior written consent, except to Receiving Party’s employees, contractors, and professional representatives (including attorneys or accountants) (“**Representatives**”) who need to know the Confidential Information in connection with the Purpose or to exercise its rights under this Agreement; provided that, prior to disclosure to a Representative, Receiving Party informs such Representatives of the confidential nature of the Confidential Information and such Representatives are subject to written confidentiality obligations with Receiving Party, or bound by a duty of confidentiality to the Receiving Party, that protects Resource Innovations Confidential Information in a manner no less restrictive than the provisions of this Agreement;
   4. reproduce Resource Innovations proprietary rights notices on any copies of Confidential Information, in the same manner in which such notices were set forth in or on the original;
   5. comply with all applicable on-site access, remote access, and related security rules and procedures of Resource Innovations;
   6. promptly notify Resource Innovations of any unauthorized or reasonably suspected use or disclosure of Confidential Information not permitted by this Agreement; and
   7. be responsible for any breach of this Agreement caused by any of its Representatives.
4. **Additional Confidentiality Obligations.** Receiving Party shall not disclose or permit any of its Representatives to disclose to any person:
   1. that the Confidential Information has been made available to it or its Representatives; or
   2. that discussions or negotiations may be, or are, taking place between the Parties regarding the Confidential Information or the Purpose.
5. **Return or Destruction of Confidential Information.** 
   1. Upon termination of this Agreement, Receiving Party and its Representatives shall promptly return all Confidential Information and all copies to Resource Innovations, whether in written, electronic, or other form or media, or destroy all such copies and certify in writing to the Resource Innovations that such Confidential Information has been destroyed.
   2. Notwithstanding the foregoing, Receiving Party may retain electronic back-up copies of Confidential Information made as a matter of routine information technology backup that are stored in a secure, limited access location. Confidential Information retained by a Party in accordance with any permitted exception herein shall remain subject to all the duties and obligations set forth in this Agreement even if such information is retained after the survival period set forth in Section 9.
6. **No Other Obligation.** The Parties agree that neither Party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically agreed to herein. Either Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other Party, in connection with the Purpose or otherwise.
7. **No Warranty**. ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” NEITHER RESOURCE INNOVATIONS OR ITS REPRESENTATIVES MAKE ANY RESPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION, OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF RECEIVING PARTY; PROVIDED, HOWEVER, THAT RESOURCE INNOVATIONS WARRANTS THAT IT HAS THE RIGHT TO MAKE THE DISCLOSURES THAT IT MAKES UNDER THIS AGREEMENT. Neither Resource Innovations nor any of its Representatives shall be liable to the Receiving Party or any of its Representatives relating to or resulting from Receiving Party’s use of any of the Confidential Information.
8. **No Transfer of Rights**. Resource Innovations hereby retains its entire right, title, and interest, including all intellectual property rights, in and to all its Confidential Information.
9. **Term, Termination, Survival.** The term for disclosing information under this Agreement shall expire two (2) years following the Effective Date of the Agreement unless earlier terminated by either Party upon thirty (30) calendar days’ advance written notice to the other or extended by mutual written consent. The obligations specified in this Agreement shall survive termination of the Agreement for five (5) years. Notwithstanding the foregoing, if the Parties formalize the contemplated business relationship in a written agreement (a “**Business Agreement**”) and incorporate this Agreement by reference, this Agreement shall remain in full force and effect during the term of any such Business Agreement. If such Business Agreement provides for confidentiality obligations between the Parties, those obligations will govern.
10. **Remedies.** Receiving Party acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by Receiving Party or its Representatives. Therefore, in addition to all other remedies available at law (which Resource Innovations does not waive by the exercise of any rights hereunder), Resource Innovations shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach.
11. **Miscellaneous.**
    1. Receiving Party may not assign or otherwise transfer this Agreement, by operation of law or otherwise, without prior written consent of Resource Innovations. Any assignment or transfer of this Agreement in violation of the foregoing shall be null and void. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.
    2. Receiving Party shall adhere to all applicable laws, regulations and rules relating to the export of technical data, and shall not export or reexport any technical data, any products received from Resource Innovations or the direct product of such technical data to any proscribed country listed in such applicable laws, regulations and rules, unless properly authorized. This Agreement will be interpreted and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.
    3. This Agreement contains the entire agreement between the Parties with respect to the Purpose and supersedes all prior written and oral agreements between the Parties regarding the Purpose. This Agreement may not be amended except by a writing signed by the Parties to this Agreement.
    4. If any term or provision of this Agreement is held by a court or other body of competent jurisdiction to be illegal or unenforceable in any jurisdiction, such provision is severed from this Agreement and the other provisions remain in force.
    5. No provision of this Agreement may be waived except by a writing executed by Resource Innovations. A Party’s failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this Agreement.
    6. All notices and information pertaining to this Agreement shall be sent to the Counterparty at the address provided above, and to Resource Innovations at 400 North Michigan Avenue, Suite S600, Chicago, IL 60611 with a copy to [GeneralCounsel@resource-innovations.com](mailto:GeneralCounsel@resource-innovations.com), which may be updated at any time by written notice to the other Party.
    7. Each Party hereby represents and warrants that the persons executing this Agreement on its behalf have express authority to do so, and, in so doing, to bind the Party thereto. The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement can be electronically signed, and the Parties agree that electronic signatures have the same force and effect as handwritten signatures.

To evidence the Parties’ agreement to this Agreement, the Parties have executed and delivered it as dated below, with effect as of the Effective Date.

**Resource Innovations, Inc. [Counterparty]**

Signature: Signature:

Name: Name:

Title: Title:

Date: Date: