

Non-Disclosure Agreement (NDA) & Terms and Conditions

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into on this **21 day of July 2023** (the "Effective Date"), by and between The Insiders, with its principal place of business at 333 Las Olas Way, Fort Lauderdale, Florida 33301. (hereinafter referred to as the "Disclosing Party"), and this participant, member of The Insiders' Community (hereinafter referred to as the "Recipient").

1. Purpose The Disclosing Party is developing and launching a new product (**Samsung ViewFinity S9 Monitor**) and desires to disclose certain confidential and proprietary information related to the Product to the Recipient to evaluate business collaboration.
2. Confidential Information During the course of their engagement, the Disclosing Party may disclose certain confidential and proprietary information to the Recipient, including but not limited to product specifications, manufacturing processes, marketing plans, financial projections, and any other information marked or reasonably understood to be confidential.
3. Non-Disclosure Obligations
 - a. The Recipient agrees to maintain the confidentiality of any Confidential Information received from the Disclosing Party. The Recipient shall not disclose, reveal, or make accessible any Confidential Information to any third party without the prior written consent of the Disclosing Party.
 - b. The Recipient shall use the Confidential Information solely for the purpose of evaluating the product and writing an internal review with the Disclosing Party and shall not use it for any other purpose or for personal gain.
 - c. The Recipient shall take all necessary precautions to prevent the unauthorized disclosure or use of the Confidential Information. This includes implementing reasonable security measures to protect Confidential Information from unauthorized access, loss, or theft.
 - d. The Recipient shall not reproduce, modify, reverse engineer, or create derivative works of any Confidential Information without the express written consent of the Disclosing Party, including Social Media posts, blogs, etc.
4. Exclusions The obligations set forth in this Agreement shall not apply to any information that:
 - a. Was already known to the Recipient prior to its disclosure by the Disclosing Party, as evidenced by written records.
 - b. Becomes publicly known through no fault of the Recipient.
 - c. Is lawfully obtained by the Recipient from a third party without any obligation of confidentiality.

d. Is independently developed by the Recipient without reference to or reliance upon the Confidential Information.

5. Term and Termination This Agreement shall remain in effect for a period of 1 month from the Effective Date unless terminated earlier in writing by either Party. Upon termination, the Recipient shall promptly return or destroy all Confidential Information in their possession.
6. Remedies The Parties acknowledge that a breach of this Agreement may cause irreparable harm to the Disclosing Party. Therefore, in addition to any other legal remedies available, the Disclosing Party shall be entitled to seek injunctive relief to enforce the terms of this Agreement.
7. Governing Law and Jurisdiction This Agreement shall be governed by and construed in accordance with the laws of Broward County, Florida. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Broward County, Florida.
8. Entire Agreement This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements, discussions, and understandings, whether written or oral.

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

The Insiders.



The Insiders' – Samsung Summer Monitors Campaign

Insiders Participation Conditions

The Insiders' Samsung Summer Monitors Campaign, (hereafter called "Campaign"), is run and operated by The Insiders as a subsidiary of Grapevine US. The Insiders and its subsidiaries, (hereafter called "Company"), are not responsible for technical or other problems in this Campaign arising from it or caused by elements that cannot be controlled by the Company. It is the responsibility of each participant to ensure that the products they receive are in good working condition. Participation in this Campaign implies the unconditional acceptance of these rules as well as clear action by the participant:

- Completion of the End Survey is mandatory.
- Please note that product returns are not accepted by The Insiders or its subsidiaries. All product returns must be dealt with directly via the Campaign partner.
- Please note that product refunds are not issued by The Insiders or its subsidiaries.
- Please note that deliveries will only be attempted ONCE. The Insiders or its subsidiaries are not responsible for returned products due to delivery failure.
- Adherence to the Insiders 'Code of Conduct' is mandatory. A detailed description of these policies can be found below.
- All other necessary agreements entered by the Insider upon subscription can be found in the sections outlined below:

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Campaign Overview

As a participant in this Campaign, you have the privilege of purchasing the product at an exclusive Insiders discounted price and in exchange, agree to complete the word-of-mouth activities set forth in your Campaign Guide which you will receive with your VIP pack. Additionally, at the end of the Campaign, it is important for you to complete the End Survey to provide your overall feedback on the product you purchased. The End Survey must be completed by the date communicated.

Campaign Dates

The duration of the Campaign is clearly stated on the website and via the Campaign's blog posts.

Registration

You can apply to take part in this Campaign by subscribing at www.theinsidersnet.com. Prospective applicants must complete the Campaign Entry Survey questions truthfully and in full during the application phase to be eligible for consideration.

The Insiders Website

Grapevine US, operating as The Insiders, and its subsidiaries cannot be held liable for direct, indirect, or incidental damage resulting from the use of the website or information obtained via the website. The website, as well as the content of its texts, images, graphics, sound files, animations, video recordings, data organization, and databases which may have been included (i.e. the information), remain the intellectual property of The Insiders. The information is protected under the Act of 30 June 1994 covering its copyright and related rights and by the entirety of the regulations applicable to intellectual property. You have the right to consult the information on the website for private and personal use and/or to download it. Any other use, including but not limited to the reproduction, dissemination, making available to the public and/or re-use in any form, in whole or in part, temporarily or permanently, of the site or the details of The Insiders is strictly forbidden without the prior written permission of The Insiders.

Third-Party Websites

The Insiders website includes links to other external websites including but not limited to Facebook, Twitter, YouTube, the websites of our clients, merchants, and/or external retailer websites, all of which we do not garner control over. The Insiders and its subsidiaries are not responsible for the content on

these external websites and therefore cannot be held liable for any loss or damages incurred from accessing them. It is the responsibility of the participants to reference the terms and conditions policies of any external website accessed from our site.

Payment & Deposit Details

Please note that upon subscribing to this Campaign, no deposit is required. Once the subscription period is closed, a preselection of Campaign participants will be made. If pre-selected, you'll receive an e-mail with payment information on how to secure your spot. Failure to comply in the time frame allotted may void your selection in the Campaign. Please note that all sales are final and returns will not be accepted at the close of the Campaign. Purchases are made directly from the manufacturer.

Users & Privacy

All details will be treated with the utmost confidentiality. Personal information about participants will only be passed to third parties with explicit permission from the participant. [See our full Users & Privacy Policy here.](#)

Participant Selection

Participants will be selected for this Campaign based on specific criteria set by our client. The selection will be made by The Insiders and is binding and final. Failure to be selected will have no bearing on any subsequent applications or participation in other campaigns. This manner of selection is necessary as the number of candidates is often far higher than the number of available campaign spots.

Product Liability

The Company is in no way liable for immediate or consequential damage as a result of the use - or ineffectuality of use - of products. As an intermediate party between the participants and our clients, we are not liable for the tested products themselves, in terms of experience, defects, guarantee, or any other direct or indirect damage, as this remains under the responsibility and liability of the manufacturer directly, as are all necessary technical, chemical, medical, pharmaceutical, or other tests/investigations, analyses, or product recalls of the test product that has been carried out. The Company is not liable to participants in any way related to the product usage and participants will not assert any claims against the Company, affiliated companies, or employees. Participants are responsible to read carefully all provided information by the manufacturer and using the product correctly and at their own risk. The Company is also not liable for loss, damage, or inability to deliver promised goods. The Company reserves the right to withdraw products at any time or change Campaign conditions to participate.

Campaign Competitions

The Insiders may choose at their discretion to run competitions for the Campaign participants from time to time during the period of the Campaign. The criteria on which competitions are set up, participants are selected and awarded, competitions are judged, and winners are chosen - are wholly at the discretion of The Insiders, and we have no obligation to share or explain details of the criteria used.

Code of Conduct

Participants in The Insiders' community is subject to the following Code of Conduct, in both offline conversations and online postings when participating in advocacy and influencer campaigns:

- **Be Honest:** Word of mouth only works if it is honest. You are free to express your own opinion about a product, positive or negative, but please be civil in doing so.
- **Provide us with feedback:** You are our eyes and ears! Stay in touch and send us feedback about your experiences and others' opinions.
- **Disclosure:** Transparency is a powerful thing. By being open and stating clearly that you are a participant in The Insider' community, you build trust and establish yourself as an honest source.
- **Online Communication Regulations & Disclosures:** Participants must follow all FTC disclosure guidelines: (<https://www.ftc.gov/news-events/press-releases/2013/03/ftc-staff-revises-online-advertising-disclosure-guidelines>) and endorsement/ testimonial guidelines: (<https://www.ftc.gov/news-events/press-releases/2009/10/ftc-publishes-final-guides-governing-endorsements-testimonials>) when completing personal posts or posts for the Company. The Company requires all participants to disclose the fact that they are providing their feedback and opinions as part of a promoted campaign. We provide in-campaign training and monitoring to ensure participants fully understand these guidelines. In addition, to remain FTC compliant, if the content is modified in any way after the close of the campaign, the required disclosure must remain intact.
- **Be Active:** This means sending feedback regularly, following guidelines, and engaging in campaign activities. We put a lot of effort into generating great campaigns for you, which is why being active is crucial. Additionally, being active will increase your chances of future campaign participation, whereas no or limited activity will result in removal temporarily or fully from the community.

- **Be Responsible:** As an influencer within your group of friends, bear in mind that some campaigns have age restrictions (e.g. campaigns involving alcohol, adult content, pharmaceutical products etc.). Be aware of this when sharing samples, handing out coupons, taking photos etc.
- **Be Respectful:** Since we are an open community, you are free to express your own opinion. Nevertheless, don't forget your opinion is visible for everyone to read. Therefore, we ask you to be polite and avoid derogatory, inappropriate, or aggravated comments or speech that is disruptive to The Insiders community. Participants are required to show respect to one another regardless of race, religion, sexual orientation, etc. Any communication deemed in violation of these policies will be removed from our channels and the participant responsible will be removed indefinitely.
- **Be Creative:** All content produced by you is 100% original and will be regarded with high standards. We do not tolerate plagiarism or stealing of photos, videos, written reviews, or other content. Participants must always give credit where credit is due when applicable and submit original content when it is required.
- **Have fun:** Participating in a campaign is an exciting journey you want to share with friends and family!

User-Generated Content

When participating in this Campaign you will have the opportunity to demonstrate your ambassador activity by posting content online which includes but is not limited to images, videos, reviews, testimonials, tweets, and other media formats (hereafter called "user-generated content"). By participating in this Campaign, you agree that The Insiders and its subsidiaries can utilize any and all of the user-generated content in marketing activities whether for or related to this Campaign or for or related to any other marketing activities whatsoever and you hereby waive any intellectual property rights, to include but not limited to the copyright, to user-generated content.

Termination

Participants (by clicking into the My Profile section of the website) and the Company reserve the right to terminate the service at any time. The Company cannot be held liable by a participant or third parties as a result of closing an account. Please note that anyone wishing to close their account during a campaign in which they are a participant must still adhere to the campaign conditions, return dates and policies as stated and agreed to by the participant at the start of the campaign. Additionally, we may terminate any participant for any reason, at any time due to misconduct or failure to adhere to the terms set forth here. Misconduct or misuse of campaign materials or products received, as well as harassment or abuse of other participants of the Insiders community will result in immediate termination. All sections of this agreement intended to survive termination by nature of the requirements set forth shall survive termination of these terms and conditions.