

### 3-WAY NONDISCLOSURE AGREEMENT (NDA)

This 3-way Mutual Nondisclosure Agreement (“Agreement”) is made by and between Vendor whose signature is provided below (“VENDOR”) and the Wisconsin Department of Employee Trust Funds (“DEPARTMENT”) and Linea Solutions, Inc. (“DEPARTMENT’S CONSULTANT”). VENDOR, DEPARTMENT, and DEPARTMENT’S CONSULTANT may be referred to herein as the “Disclosing Party” and/or the “Recipient,” and collectively as the “Parties.”

1. **Purpose.** In connection with the evaluation of a future business relationship, the Parties may request the disclosure of certain Confidential Information (as hereinafter defined). This Agreement describes the rights and responsibilities that apply to such Confidential Information. The Parties hereby agree to protect all such Confidential Information as set forth in this Agreement.
2. **Definition of Confidential Information.** “Confidential Information” means all tangible and intangible information and materials being disclosed which satisfies at least one of the following criteria: (i) proprietary information; (ii) information that the Disclosing Party designates as confidential and proprietary and which qualifies as a trade secret, as provided in Wis. Stat. § 19.36(5) or material which can be kept confidential under the Wisconsin public records law; (iii) non-public information related to the Disclosing Party’s employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; (iv) information expressly designated as confidential by the Disclosing Party; (v) Individual Personal Information; (vi) Personally Identifiable Information; (vii) Protected Health Information under HIPAA, 45 CFR 160.103; or (viii) all information that is restricted or prohibited from disclosure by state or federal law, including Individual Personal Information and Medical Records as governed by Wis. Stat. § 40.07, Wis Admin. Code §§ ETF 10.70(1) and 10.01(3m).
3. **Non-Disclosure and Non-Use Obligations.** Recipient agrees to hold Confidential Information in the strictest confidence and not to disclose or release it to any person or entity except to the extent necessary for internal evaluation of a future business relationship. Recipient will treat all of Disclosing Party’s Confidential Information with the same degree of care as Recipient gives to its own Confidential Information, but in no event less than reasonable care. Recipient will only allow employees access to the Confidential Information on a need-to-know basis and will require all employees who have access to the Confidential Information to abide by the provisions in this Agreement.
4. **Exclusions from Non-Disclosure and Non-Use Obligations.** To the extent consistent with HIPAA, this Agreement shall not restrict disclosure or use of Confidential Information that: (i) was, at the time of disclosure, otherwise known to the Recipient without restrictions as to use or disclosure; (ii) was in the public domain through no breach of this Agreement; or (iii) is independently developed by Recipient independent of and without use of any of the Confidential Information.
5. **Compelled Disclosure.** A disclosure by Recipient of any of the Disclosing Party’s Confidential Information (i) in response to a valid order by a court or other governmental body; (ii) under the provisions of the Wisconsin Public Records Law (Wis. Stat. § 19.31 et seq.); or (iii) as otherwise required by law, will not be considered a breach of this Agreement or a waiver of confidentiality for other purposes. If Recipient must disclose information under such circumstances, Recipient will only disclose Confidential Information to the extent necessary as required to comply with the compelled disclosure. Recipient will also provide notice to the Disclosing Party prior to the disclosure so that Disclosing Party may seek protection from disclosure in a court of competent jurisdiction. Recipient will not be responsible for any costs associated with such action.

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In the event the designation of Confidential Information is challenged, the Department will notify the Vendor within three (3) days of the Department’s receipt of such challenge. The Vendor hereby agrees to provide legal counsel or other necessary assistance to defend the designation of Confidential Information and hold the Department and the State of Wisconsin harmless for any costs or damages arising out of the Department’s agreeing to withhold the Confidential Information. If the Department is required to disclose Confidential Information pursuant to any order or directive of a court or governmental agency of competent jurisdiction, the Department will inform the Proposer of such order or directive prior to disclosure, where legally permitted.

- 6. **Ownership of Confidential Information.** All of Disclosing Party’s Confidential Information is the property of the Disclosing Party. Recipient is not granted any license or intellectual property rights to the Confidential Information.
- 7. **No Warranty.** All Confidential information is provided “as is” and without warranty, express or implied.
- 8. **Injunctive Relief.** In the event of any breach of the provisions of this Agreement by Recipient, Disclosing Party shall be entitled to seek injunctive relief in addition to all other remedies available at law or in equity.
- 9. **Governing Law.** This Agreement shall be binding upon both Parties and their assigns and/or successors in interest and will be governed by and construed in accordance with the laws in the State of Wisconsin, exclusive of its rules governing choice of law and conflict of laws. Any disputes under this Agreement shall be resolved in a court of general jurisdiction in Dane County, Wisconsin.
- 10. **Waiver.** Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may be modified or waived only by a separate writing signed by both Parties.
- 11. **Severability/Assignability.** If any portion of this Agreement is deemed to be or becomes unenforceable or illegal, such portion shall be deemed eliminated and the remainder of this Agreement shall remain in effect in accordance with its terms and modified by such deletion. Neither this Agreement nor the rights or obligations hereunder may be assigned without prior approval of the other Party.
- 12. **Term and Termination.** This Agreement may be terminated by either party by giving thirty (30) days advance written notice to the other party. The requirement to treat all Confidential Information as confidential shall survive the termination of this Agreement and shall remain in full force and effect so long as any such information remains commercially valuable, confidential, proprietary and/or trade secret, but in no event less than a period of three (3) years from the date of termination.

**WISCONSIN DEPARTMENT  
OF EMPLOYEE TRUST FUNDS**

**VENDOR NAME:**

Name & Title: Shirley Eckes, Deputy Secretary

Name & Title:

Signature: *Shirley Eckes*

Signature:

Date: 5/21/2024

Date:

### 3-WAY NONDISCLOSURE AGREEMENT (NDA)

**LINEA SOLUTIONS, INC.**

Name & Title: Akio Tagawa, President & CEO

Signature: 

Date: 5/21/2024

Vendor, please list the name, telephone, and email address of a person ETF may contact.

Name	
Telephone	
e-mail address	