

**LogicMark, Inc.**  
**Board of Directors Non-Disclosure and Non-Solicitation Agreement**

As a condition of my Board service with LogicMark, Inc. and any related or affiliated entities (the “Company”), and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information. I understand and agree that during the term of my service with Company, I will and have had access to and have become acquainted with Proprietary and Confidential Information concerning the operation of the Company,

a. Scope of Proprietary and Confidential Information

“Proprietary Information” is all information and any idea whatever form, tangible or intangible, pertaining in any manner to the business of the Company, or its employees, customers, vendors, consultants, or business associates, which was produced by any employee, vendor or consultant of the Company in the course of his or her employment, service, or consulting relationship or otherwise produced or acquired by or on behalf of the Company. All Proprietary Information not generally known outside of the Company, and all Proprietary Information so known only through improper means, shall be deemed “Confidential Information.” By example and without limiting the foregoing definition, Proprietary and Confidential Information shall include, but not be limited to:

(i) formulas, research and development techniques, processes, trade secrets, computer programs, software, electronic codes, mask works, inventions, innovations, patents, patent applications, discoveries, improvements, data, know-how, formats, test results, and research projects;

(ii) revenue measure approaches, costs, profits, markets, sales, contracts, prices, customer identities, vendor identities and pricing, contacts, preferences and buying habits, as well as business, marketing, and strategic plans, forecasts, unpublished financial information, budgets, and projections; and

(iii) employee personnel information, files and compensation information.

b. Protection of Confidential Information. I agree that I will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in my assigned duties and for the benefit of the Company, any of the Company’s Confidential Information, either during or after my service with the Company. I acknowledge that I am aware that the unauthorized disclosure of Confidential Information of the Company may be highly prejudicial to its interests, an invasion of privacy, and an improper disclosure of trade secrets.

c. Former Employer Information. I agree that I will not, during my service with the Company, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or

entity unless consented to in writing by such employer, person or entity. I will also advise the Company of any restrictive covenants or confidentiality agreements that I have entered into with third parties, and which might impact my job in any way.

2. Returning Company Documents/Property/Equipment. I agree that, at the time of leaving the service of the Company, or at any time at the request of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all Proprietary and Confidential Information, devices, records, digital files, data, notes, reports, proposals, lists, correspondence, emails, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my service with the Company or otherwise belonging to the Company, its parent, successors or assigns as well as any other Company property or equipment belonging to the Company.

3. Inventions and Discoveries

a. I will promptly disclose and assign to the Company, in writing, any and all improvements, discoveries, and inventions made or conceived by me, solely or jointly with others, during my service with the Company, either during or outside regular working hours, (1) using the Company's equipment, supplies, facilities, or trade secret information, or (2) that relate, at the time of conception or reduction to practice, to the Company's business, or to actual or demonstrably anticipated research or development at the Company, or (3) that result from any work performed by me for the Company.

b. I understand and agree that any improvement, discovery, or invention that must be assigned to the Company is the sole and exclusive property of the Company, regardless of when the improvement, discovery, or invention was made or conceived.

c. The following inventions were made by me prior to my service with the Company and were not invented using the Company's equipment, supplies, facilities, or trade secret information, they did not relate, at the time of conception or reduction to practice, to the Company's business, or to any actual or demonstrably anticipated research or development at the Company, and did not result from any work I performed for the Company:

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d. I will never claim that any invention not listed above was invented before the commencement of my service with the Company.

e. Whenever requested to do so by the Company, at its expense, I will assist the Company and its agents in preparing patent applications in all countries of the world relating to any improvement, discovery, and/or invention covered by this Section and in securing for the Company

and/or its nominee(s) the sole and exclusive right, title, and interest in and to any such improvement, discovery, and/or invention; sign and deliver to the Company all papers necessary thereto, including assignments of patent applications and patents; and will give all information and testimony, sign all papers, and do all things which may be needed or requested by the Company to obtain, extend, reissue, maintain or enforce such patents.

4. Cooperation. I agree that, following any termination of my service, I will continue to provide reasonable cooperation to the Company and its respective counsel in connection with any investigation, administrative proceeding, or litigation relating to any matter that occurred during my service in which I was involved or of which I have knowledge. I also agree that, in the event that I am subpoenaed by any person or entity (including, but not limited to, any government agency) to give testimony or provide documents (in a deposition, court proceeding, or otherwise) that in any way relates to my service with the Company, I will give prompt notice of such request to the Company and will make no disclosure until the Company has had a reasonable opportunity to contest the right of the requesting person or entity to such disclosure unless compelled by law to do so.

5. Notification to New Employer. In the event that I leave the service of the Company, I agree to notify my new employer about the existence of this Agreement and my obligations hereunder. I also hereby grant consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

6. Non-Compete. During my service with the Company and for a period of one (1) year after the termination of my service with the Company (for any reason, whether occasioned by the Company or the Board Member), I will not, except on behalf of the Company, directly or indirectly establish, engage in or become interested in, as an employee, owner, partner, agent, shareholder or otherwise, any company, trade or occupation that competes with the Company, directly or indirectly.

7. Non-Solicitation of Employees. I recognize that the Company's workforce constitutes an important and vital aspect of its business. Therefore, I agree that during my service with the Company and for a period of one (1) year after the termination of my service with the Company (for any reason, whether occasioned by the Company or the Board Member), I shall not, directly or indirectly, solicit, nor assist anyone else in the solicitation of, any of the Company's then current employees to terminate their employment with the Company and to become employed by any business enterprise with which I may be associated or connected, whether as an owner, employee, partner, agent, investor, consultant, contractor, or otherwise.

8. Non-Solicitation of Customers. I agree that in order to avoid the appearance of misuse of the Company's Proprietary and Confidential Information, during the term of my service and for a period of one (1) year after the termination of my service (for any reason, whether occasioned by the Company or the Board Member) I will not solicit business from any customer of the Company with whom I had contact on behalf of the Company, or on those matters where I performed work on behalf of the Company during the last 12 months of my service, nor will I induce, or attempt to induce, directly or indirectly, any vendor, supplier, or customer of the Company to cease doing business with, or to decrease the amount of business such vendor,

supplier or customer does with the Company. In this regard, I agree and acknowledge that I could not solicit such customers without the Company's Confidential Information.

9. Non-Disparagement. I agree that during my service, and at all times thereafter, I will not make any disparaging or defamatory comments regarding the Company or its respective current or former owners, directors, officers, or employees in any respect. However, my obligations under this paragraph will not apply to: (i) disclosures required by applicable law, regulation, or order of a court or governmental agency and (ii) disclosures made in connection with defending or prosecuting any dispute before a court or arbitrator between me and the Company.

10. Defend Trade Secrets Act Notice. The Defend Trade Secrets Act ("DTSA"), 18 U.S.C. §1833(b)(1), states that "[a]n individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal"; and subsection (b)(2) states that "[a]n individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual - (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order," I, therefore, have the right to disclose in confidence trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law, and to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this agreement is intended to conflict with the DTSA or to create liability for disclosures of trade secrets that are expressly allowed by it.

11. Injunctive Relief. I expressly acknowledge that any breach or threatened breach of any of the terms and/or conditions set forth in this Agreement may result in substantial, continuing, and irreparable injury to the Company. Therefore, I hereby agree that, in addition to any other remedy that may be available to the Company, the Company will be entitled to seek injunctive relief, specific performance, or other equitable relief in the event of any breach or threatened breach of the terms of this Agreement without the necessity of proving irreparable harm or injury as a result of such breach or threatened breach of this Agreement. Notwithstanding any other provision to the contrary, I acknowledge and agree that the Non-Compete and Non-Solicitation of Employees provisions of this Agreement, as applicable, will be tolled during any period of violation and during any other period required for litigation during which the Company seeks to enforce such covenants against me if it is ultimately determined that I was in breach of such covenants.

12. General Provisions.

a. Modification. No modification of this Agreement shall be valid unless made in writing and signed by both the Chief Executive Officer of the Company and me.

b. Nonwaiver. The failure of either the Company or me, whether purposeful or otherwise, to exercise in any instances any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instances. Any waiver by the Company or by me must be in writing and signed by either myself, if I am seeking to waive any of my rights under this Agreement, or by an officer of the Company (other than me) or some other person duly authorized by the Company.

c. Date of Effectiveness. This Agreement shall be deemed effective as of the commencement of my service with the Company.

d. Assignment. This Agreement may not be assigned by me without the Company's prior written consent.

e. Governing Law. This Agreement will be governed by the laws of the State of New York.

f. Venue. Any action with respect to this Agreement shall be brought pursuant to the Arbitration Agreement between the parties. In the absence of an Arbitration Agreement, any action with respect to this Agreement shall be brought in the Federal or State court in the County of New York. The prevailing party in any action to enforce this Agreement shall be entitled to an award of the reasonable attorneys' fees and costs incurred by it in such action.

g. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us, No modification of or amendment to this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

h. Severability. If any provision of this Agreement shall for any reason be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not be affected or impaired thereby and such remaining provisions of this Agreement shall remain in full force and effect. Moreover, if any one or more of the provisions of this Agreement shall be held to be excessively overbroad as to duration, activity or subject, such provision shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

i. Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its parent, successors and assigns.

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Signature of Board Member

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Date

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Name of Board Member