



RAYFORD HOLDINGS INC. (DBA NEXATMS / PRIMETRIX SOLUTIONS)

EMPLOYMENT & CONTRACTOR NON-DISCLOSURE AGREEMENT (NDA)

Between:

Rayford Holdings Inc. (dba *NexaTMS / PrimeTrix Solutions*), located at 711 7th Street,

Bloomington, IL 61704, USA — hereafter referred to as "**Company**",

and

"Recipient."

1. Purpose

This Agreement is made in connection with Recipient's employment application, recruitment, onboarding, or service relationship with Rayford Holdings Inc. (NexaTMS / PrimeTrix Solutions). The purpose is to protect confidential, proprietary, and strategic information belonging to the Company and its affiliates during and after Recipient's engagement.

2. Definition of Confidential Information

For this Agreement, "Confidential Information" includes but is not limited to:

- Source code, software design, and internal tools.
- Technical documents, APIs, system architectures, and process flows.
- Business models, strategies, pricing, and marketing materials.
- Customer lists, partner data, and vendor relationships.
- Account credentials, server configurations, access tokens, and internal dashboards.
- Financial data, investment strategies, and trade secrets.
- Any communication, memo, or digital record shared through Company systems or platforms.

Confidential Information also includes data from clients, affiliates, or subcontractors obtained through the course of work.

3. Obligations of Recipient

Recipient agrees to:

1. Use Confidential Information solely for authorized Company business purposes.
2. Not copy, disclose, share, or reproduce Confidential Information without prior written consent from the Company.
3. Securely store all documents, credentials, and source code.
4. Return or permanently delete all materials upon termination, request, or completion of work.
5. Report any suspected data leak, breach, or unauthorized access immediately to Company management.
6. Not discuss internal projects publicly, including on social media, GitHub, forums, or third-party sites.

4. Intellectual Property Ownership

All work products, including code, documentation, graphics, designs, and reports created during Recipient's engagement, **remain the sole property of Rayford Holdings Inc.**

Recipient hereby assigns all rights, titles, and interests to the Company in perpetuity.

Recipient waives any claim of authorship, royalties, or future ownership related to these works.

5. Non-Competition Clause

During the engagement and for **12 months after termination**, Recipient shall not directly or indirectly:

- Engage in development, sales, or consulting for any business similar to NexaTMS or PrimeTrix Solutions without written consent.
- Use Company information to develop or aid a competing product, service, or platform.

6. Non-Solicitation

For a period of **12 months after termination**, Recipient agrees not to:

- Solicit, hire, or engage any employee, contractor, or consultant of Rayford Holdings Inc.
- Interfere with existing client or partner relationships.

7. Return or Destruction of Materials

Upon termination or request, Recipient shall immediately:

- Return all Company property, devices, and records.
- Permanently delete all backups, local copies, and cached credentials.
- Certify in writing that no copies remain in possession.

8. Duration

This Agreement shall remain in effect for **three (3) years** from the Effective Date, and its confidentiality obligations **survive termination indefinitely** for trade secrets and proprietary materials.

9. Data Handling & Security

Recipient agrees to comply with all internal security protocols, including but not limited to:

- Using Company-approved devices and accounts for project communication.
- Maintaining up-to-date antivirus and encryption standards.
- Following GDPR and CCPA data handling practices.

Any breach may result in termination, forfeiture of compensation, and potential legal action.

10. Legal Remedies

If Recipient breaches this Agreement, the Company may pursue:

- Injunctive relief to prevent further disclosure.
- Recovery of damages, legal fees, and associated losses.
- Termination of contract and revocation of access to Company systems.

11. No Employment Guarantee

Signing this NDA does not constitute an employment offer or guarantee. It is a prerequisite for evaluation, onboarding, and participation in Company projects.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of Illinois, USA**, without regard to conflict of law principles.

Disputes shall be resolved in the courts of **McLean County, Illinois**.

13. Entire Agreement

This document represents the entire understanding between the parties and supersedes any prior oral or written agreements regarding confidentiality or proprietary data.

14. Signatures

Rayford Holdings Inc. (dba NexaTMS / PrimeTrix Solutions)

A handwritten signature in black ink that reads "Elbert Rayford Jr." in a cursive script.

Recipient / Applicant

Signature: