

SITE VISITOR AGREEMENT

Non-Disclosure, Security and Surveillance Acknowledgment | TierFive Inc.

Visit Date / Time	
Visitor Name	
Visitor Organization	
TierFive Host	
Location / Purpose of Visit	

This Site Visitor Non-Disclosure, Security and Surveillance Acknowledgment ("Agreement") is between TierFive Inc. ("TierFive") and the visitor identified above ("Visitor"). As a condition of entering or remaining at any TierFive office, production facility, warehouse, restricted work area, or other nonpublic location, Visitor agrees to the confidentiality, security, monitoring, and access conditions below.

1. Confidential Information.

- (a) "Confidential Information" means all nonpublic information Visitor sees, hears, receives, accesses, photographs, records, or otherwise encounters before, during, or in connection with the visit, whether or not marked confidential.
- (b) Confidential Information includes client, customer, employee, applicant, vendor, and business-partner identities; the existence or nature of their relationship with TierFive; and any records, images, files, media, personal information, protected health information, education records, financial information, or other data associated with them.
- (c) Confidential Information also includes TierFive trade secrets and proprietary information, including software, source code, equipment configurations, pricing, proposals, financial information, business plans, workflows, production methods, quality-control procedures, technical documentation, research, products, services, and nonpublic operations.
- (d) Security information is strictly confidential, including badges, credentials, keys, passwords, access procedures, alarms, cameras, surveillance capabilities, cybersecurity controls, network or system details, facility layouts, storage locations, loading practices, and nonpublic contact information.

2. Visitor Duties and Restrictions.

- (a) Visitor will use Confidential Information only for the authorized purpose of the visit and will not disclose, publish, transmit, summarize, copy, remove, retain, exploit, or use it for any personal, commercial, competitive, or other purpose without TierFive's prior written authorization.
- (b) Photography, video recording, audio recording, screen capture, scanning, copying, or other reproduction by Visitor is prohibited unless a TierFive authorized representative gives specific written approval. Personal devices may be restricted or prohibited in designated areas.
- (c) Visitor will remain with an authorized escort when required; wear and return any visitor badge; enter only approved areas; follow all safety, privacy, security, and access instructions; and will not open, touch, move, inspect, connect to, or use records, equipment, systems, networks, or devices except as expressly authorized.
- (d) Visitor will immediately report any lost badge, unattended record, accidental exposure, suspected unauthorized access, security concern, or actual or potential disclosure of Confidential Information and will reasonably cooperate with containment and investigation efforts.
- (e) Visitor is responsible for preventing both intentional and accidental disclosure, including disclosure through conversations, social media, messaging, photographs, recordings, notes, artificial-intelligence tools, or descriptions that identify or permit the identification of a client, record, process, location, or security control.

3. Exceptions and Required Disclosures.

- (a) The confidentiality obligations do not apply to information Visitor can demonstrate was lawfully known without restriction before the visit, becomes public through no breach of this Agreement, is lawfully received from another source without a confidentiality duty, or is independently developed without use of Confidential Information.
- (b) If Visitor is legally compelled to disclose Confidential Information, Visitor may disclose only the portion legally required and, to the extent permitted by law, will provide prompt notice to TierFive before disclosure so TierFive may seek protective treatment.

4. Surveillance, Monitoring, and Consent.

- (a) Visitor is notified that TierFive locations and surrounding nonprivate areas - including parking, entrances, reception, corridors, offices, production floors, warehouses, loading areas, and equipment rooms - may be monitored or recorded continuously or intermittently for security, safety, compliance, incident investigation, and protection of people, records, systems, equipment, and property.
- (b) Monitoring may use video, audio, access-control and badge logs, visitor-management systems, alarm and environmental sensors, electronic-device and network activity logs, and other lawful security technologies. Monitoring may capture Visitor's image, voice, conversations, movements, access activity, vehicle or license-plate information, and interactions with TierFive personnel, clients, records, systems, equipment, and property.
- (c) By signing this Agreement and entering or remaining at a TierFive location after receiving this notice, Visitor knowingly consents to the monitoring and recording described in this Section to the fullest extent permitted by law. Visitor understands that communications and activities in designated monitored nonprivate areas should not be expected to remain private, except where applicable law provides otherwise.
- (d) Recordings and logs may be reviewed, retained, copied, and disclosed when reasonably necessary to authorized TierFive personnel, affected clients, service providers, insurers, auditors, legal counsel, law enforcement, courts, or government authorities for these purposes or as required by law.
- (e) TierFive does not intend to conduct surveillance in restrooms, locker rooms, rooms designated for changing clothes, or other locations where recording is prohibited by law or where TierFive expressly provides a reasonable expectation of privacy. This Agreement does not authorize unlawful monitoring or waive rights that cannot lawfully be waived.
- (f) Surveillance consent is a condition of access to monitored areas. A Visitor who does not consent must not enter or remain in those areas and should request alternative arrangements from the TierFive host before the visit proceeds.

SURVEILLANCE CONSENT ACKNOWLEDGMENT

I specifically acknowledge that I have read Section 4 and consent to the lawful surveillance, monitoring, and recording described there as a condition of onsite access.

5. Duration, Remedies, and Access.

- (a) This Agreement applies to the identified visit and related later access unless TierFive requires a new agreement. Confidentiality obligations continue for seven (7) years after the last visit; trade-secret duties continue while the information remains a trade secret; and duties concerning personal, regulated, or client records continue as required by law or contract.
- (b) TierFive may deny entry, end the visit, revoke access, require return of materials or devices, preserve evidence, and take other reasonable protective measures for an actual or suspected violation. Unauthorized use or disclosure may cause irreparable harm, and TierFive or an affected client may seek injunctive relief, damages, and any other lawful remedy.

6. Protected Disclosures and Miscellaneous.

- (a) Nothing in this Agreement prohibits Visitor from reporting a suspected violation of law to a government authority, cooperating with a lawful investigation, responding truthfully to legal process, or making another disclosure protected by law. Visitor should avoid disclosing unrelated Confidential Information where reasonably possible.
- (b) This Agreement creates no license, ownership right, employment relationship, agency, partnership, or authorization to access TierFive or client information. TierFive may impose additional site-, client-, safety-, privacy-, or security-specific requirements.
- (c) This Agreement is governed by California law, without regard to conflict-of-law principles. If any provision is unenforceable, it will be modified or severed to the minimum extent necessary, and the remainder will continue in effect. This Agreement is the complete agreement concerning the subject matter of the visit and may be amended only in a writing signed by TierFive and Visitor.
- (d) Electronic signatures and counterparts are permitted. Visitor acknowledges having had the opportunity to read this Agreement, ask questions, and decline entry if Visitor does not agree to its terms.

Visitor	TierFive Host / Representative
Signature: _____	Signature: _____
Printed Name / Title: _____	Printed Name / Title: _____
Date: _____	Date: _____

Visitor confirms that the information provided is accurate and that the signer is the individual entering the TierFive location. Electronic signatures and counterparts are permitted.