CONFIDENTIALITY AND NON‑DISCLOSURE AGREEMENT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ intend to exchange certain technical and other information for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. For purposes of this agreement, each party shall be the “Disclosing Party” with respect to confidential information furnished by it or its representatives to the other party or prepared by the other party based on, containing or reflecting such information. Each party shall be the “Recipient” with respect to confidential information supplied to it by the other party or the other party’s representatives or prepared by it based upon, containing or reflecting such information. As a condition to the Recipient being furnished such information, the Recipient agrees to treat any information concerning the Disclosing Party which is furnished to the Recipient or its representatives by or on behalf of the Disclosing Party (herein collectively referred to as "Confidential Material") in accordance with the following provisions of this Agreement.

1. The term "Confidential Material" does not include information which (i) was or becomes generally available to the public other than as a result of a disclosure by the Recipient or its representatives or (ii) was or becomes available to the Recipient on a non‑confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not bound by a confidentiality agreement with the Disclosing Party.
2. The Recipient agrees that the Confidential Material of the Disclosing Party will be used solely and exclusively for the purposes described in this Agreement, and that the Confidential Material will be kept strictly confidential by the Recipient and its affiliates and representatives and shall not be disclosed to any person or entity; provided, however, that any Confidential Material may be disclosed (i) as required by law pursuant to a court order or similar legal compulsion after advising the Disclosing Party of such disclosure and giving the Disclosing Party reasonable opportunity to seek a protective order with respect to the disclosure of the Confidential Material, (ii) to the Recipient's representatives who need to know such Confidential Material for the purposes described in this Agreement (it being understood that such representatives shall be informed by the Recipient of the confidential nature of such Confidential Material and shall be directed by the Recipient to treat such Confidential Material confidentially and the Recipient shall be jointly and severally liable for any misuse of Confidential Material by such persons), or (iii) if the Disclosing Party consents in writing.
3. You are hereby notified in accordance with the Defend Trade Secrets Act of 2016 that you will 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 the law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.
4. The Recipient shall use the same degree of care to avoid publication or dissemination of the Confidential Material as the Recipient employs with respect to its own confidential information, but at all times shall use at least reasonable care.
5. If the Disclosing Party requests, the Recipient shall promptly return to the Disclosing Party or destroy all of the Confidential Material of the Disclosing Party and will not retain any copies, extracts or other reproductions in whole or in part in any form of storage media of the Confidential Material.
6. Recipient also agrees that for a period of two years from the date hereof, it will not knowingly initiate discussions concerning employment or any other collaborative effort with any employee of the Disclosing Party.
7. The obligations of this Agreement with respect to the confidentiality and non‑use of Confidential Material shall begin on the date of this agreement and survive for a period of five (5) years from the date of last disclosure.
8. This Agreement may be amended only by a written instrument signed by both parties. No failure or delay by the parties hereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof. This agreement contains the entire agreement between the parties hereto, and supersedes all prior or contemporaneous agreements or understandings. This Agreement shall be governed by and construed in accordance with the laws of The State of Nevada applicable to contracts made and performed wholly therein. If any provision of this Agreement shall be determined to be illegal, unreasonable or unenforceable, such provision shall be enforced to the fullest extent permitted and the remaining provisions shall be severable and enforceable in accordance with their terms. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In addition to any other remedies available at law, either party may obtain specific enforcement or other equitable relief in the event of any breach or attempted breach of this Agreement.

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By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_