



## NON-DISCLOSURE AGREEMENT

Each undersigned party (the **“Receiving Party”**) understands that the other party (the **“Disclosing Party”**) has disclosed or may disclose confidential information relating to the Disclosing Party’s business, including without limitation computer programs, computer code, modules, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), techniques, processes, methodologies, schematics, testing procedures, software design and architecture, design and function specifications, analysis and performance information, user documentation, internal documentation and the features, mode of operation and other details of its products and services, as well as names and expertise of employees, consultants, customers and prospects, know-how, ideas, and technical, business, financial, marketing, customer and product development plans, forecasts, strategies and other information, which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as **“Proprietary Information”** of the Disclosing Party.

In consideration of any access the Receiving Party may have to Proprietary Information of the Disclosing Party, and other good and valuable consideration, the Receiving Party hereby agrees as follows:

1. The Receiving Party agrees (i) to hold the Disclosing Party’s Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information, (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person, including, but not limited to, any affiliated entity, (iii) not to make any use whatsoever at any time of Proprietary Information except for the limited purposes of evaluating whether to enter into a business relationship or transaction with the Disclosing Party, and (iv) not to copy, decompile, disassemble or reverse engineer any such Proprietary Information.
2. Any employee, officer or director of the Receiving Party given access to any Proprietary Information must have a legitimate “need to know” and shall be similarly bound to the restrictions herein. The Receiving Party shall be responsible to Disclosing Party for any violations by such persons.
3. The Disclosing Party agrees that the foregoing clauses of Section 1(i), (ii), (iii) and (iv) shall not apply with respect to any information that the Receiving Party can document (a) is or (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) becomes generally available or known to the public, or (b) was rightfully in its possession or known by it on a non-confidential basis prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it by a third party having no obligation of confidentiality, or (d) was independently developed without reference to or use of any Proprietary Information of the Disclosing Party. The Receiving Party may make disclosures required by court order provided the Receiving Party uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding.
4. The Receiving Party agrees not to remove or export from the United States or re-export any such Proprietary Information or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws and regulations, including without limitation, those of the U.S. Department of Commerce.
5. Immediately upon (i) the decision by either party not to further engage as contemplated by paragraph 1, or (ii) a request by the Disclosing Party at any time, the Receiving Party will turn over to the Disclosing Party or adequately destroy all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies, summaries, analyses, reflections,

derivatives or extracts thereof. The Receiving Party understands that nothing herein (a) requires the disclosure of any Proprietary Information of the Disclosing Party, which shall be disclosed if at all solely at the option of the Disclosing Party, or (b) requires the Disclosing Party or the Receiving Party to proceed with any proposed transaction or relationship in connection with which Proprietary Information may be disclosed.

6. This Non-Disclosure Agreement does not grant any rights to the Receiving Party under any patent, copyright or other intellectual property right of the Disclosing Party, or in the Proprietary Information, except as expressly set forth herein.

7. The obligations under this Non-Disclosure Agreement will continue until such time as the Proprietary Information is publicly known and made generally available through no action or inaction of the Receiving Party.

8. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law (without being required to post a bond or other security) and to be indemnified by the Receiving Party from any loss or harm, including, without limitation, attorneys' fees, in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any such Proprietary Information.

9. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware.

10. Any notice or other communication required or which may be given hereunder will be in writing and will be delivered personally, via facsimile or email, or sent by certified, registered, or express or overnight (by a reputable carrier) mail, postage prepaid, to the addresses and numbers underneath each parties' signature below. Notice shall be deemed received upon the earlier of (i) when actually received, (ii) when delivered if delivery is by personal delivery or overnight mail carrier or facsimile, (iii) when delivered if delivery is by electronic mail, (iii) three (3) days after deposit in the U.S. mail, first class postage prepaid, if delivery is by U.S. mail.

11. In the event that any of the provisions of this Non-Disclosure Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Non-Disclosure Agreement shall otherwise remain in full force and effect. This Non-Disclosure Agreement supersedes all prior or contemporaneous discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Non-Disclosure Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

12. The parties expressly agree that the United Nations Convention on the International Sale of Goods shall not apply to this Non-Disclosure Agreement. This Non-Disclosure Agreement will be governed by and construed using California law, without giving effect to California conflict of law provisions or to constructive presumptions favoring either party and, with respect to any dispute, claim or controversy arising out of or relating to this Non-Disclosure Agreement, each party hereby consents to the exclusive jurisdiction of the courts sitting in such State, County of Los Angeles, and waives any argument as to convenience of forum.

13. This Non-Disclosure Agreement will remain in effect so long as the parties continue to exchange Proprietary Information or until terminated by either party upon thirty (30) days' prior written notice, provided, however, the obligations hereunder with respect to any Proprietary Information survive termination of this Agreement for a period of three (3) years following the date of disclosure of such Proprietary Information.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the last date signed below.

<b>Acceptance of Non-Disclosure Agreement</b>	
<hr/> Signature	<hr/> Signature
<hr/> Printed Name	<hr/> Printed Name
<hr/> Title	<hr/> Title
<hr/> Company	<hr/> Company
<hr/> Date	<hr/> Date
Notice Information: <hr/> <hr/> <hr/>	Notice Information:  Kinetix Software LLC 6320 Canoga Ave Woodland Hills, CA 91367 Attn: General Counsel Tel: (818) 293-8240 E-mail: Legal@kinetixahu.com
Attn: Tel: Fax: E-mail:	