

## **MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT**

THIS MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, by and between \_\_\_\_\_ and Matraex, Inc., an Idaho corporation ("Corporation") with offices at 2210 West Main St Boise, Idaho, phone 208-344-1115 and \_\_\_\_\_ ("Company") located at \_\_\_\_\_, phone \_\_\_\_\_.

### **Recitals**

To facilitate the disclosure and receipt of Confidential Information (defined below) between Company and Corporation, and to provide for additional protections for the Confidential Information, the parties desire to enter into this Agreement.

### **Agreement**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions:** For purposes of this Agreement, the following terms shall have the following meanings:
  - 1.1. "Confidential Information" shall mean that information described in Appendix A.
  - 1.2. "Disclosing Party" shall mean the party disclosing Confidential Information.
  - 1.3. "Receiving Party" shall mean the party receiving Confidential Information.
  - 1.4. "Related Parties" shall mean any entity related to or affiliated with (including subsidiaries or parent entities) a party hereto or any of the party's trustees, directors, officers, shareholders, employees, agents or representatives, including without limitation independent contractors, consultants, attorneys, financial advisers, analysts and independent accountants, and any or all of them, to the extent such entities or persons receive Confidential Information.
2. **No Disclosure or Use of Confidential Information.**
  - 2.1. Receiving Party agrees that it shall maintain the Confidential Information of the Disclosing Party in confidence and limit its use thereof to the purpose or purposes specified in Appendix A using at least the same degree of care as it employs with respect to its own confidential information. Receiving Party agrees that it shall not use the Confidential Information except as expressly authorized in this Agreement and that it will protect the Confidential Information from disclosure to any other party.
  - 2.2. Receiving Party shall not permit any Related Party to, photocopy, transcribe, or otherwise reproduce any of the Confidential Information, for purposes other than the purpose or purposes specified in Appendix A, without the express written consent of Disclosing Party. Receiving Party shall take all reasonable safeguards to prevent disclosure of the Confidential Information and shall disclose the Confidential Information to Related Parties on a "need to know" basis only. Receiving Party shall inform all Related Parties who have access to the Confidential Information that such Confidential Information is confidential and proprietary to Disclosing Party. Each Related Party who has access to the Confidential Information shall be informed of the terms and conditions of this Agreement and shall agree to comply with the same prior to being granted access to the Confidential Information by Receiving Party. Disclosing Party shall affix, or shall cause to be fixed to its respective Confidential Information, appropriate legends, notices or warnings to all physical expressions of the Confidential Information describing Disclosing Party's respective proprietary rights thereto. Receiving Party shall not remove any proprietary, copyright, trade secret or other legends, notices or warnings from any form of the Confidential Information. Receiving Party, at the written request of Disclosing Party and at Disclosing Party's expense, will add to the Confidential Information or modify any proprietary, copyright, trade secret or other legends, notices or warnings which Disclosing Party deems necessary to protect its intellectual property rights. Receiving Party shall:
    - 2.2.1. notify Disclosing Party immediately of any unauthorized possession, use or knowledge of the Confidential Information;
    - 2.2.2. promptly furnish full details of such possession, use or knowledge to Disclosing Party; and
    - 2.2.3. cooperate with Disclosing Party in any litigation against third parties as may be deemed necessary by Disclosing Party to protect its proprietary rights in the Confidential Information.
  - 2.3. The obligations of Receiving Party in the preceding paragraphs of this Section 2 shall not apply to Confidential Information:
    - 2.3.1. already known by or available to Receiving Party or a Related Party at the time of disclosure, as evidenced and verified by prior tangible evidence;
    - 2.3.2. generally known or available to the public, or which may later become generally known or available to the public, except where such knowledge or availability is the result of an unauthorized disclosure by Receiving Party or a Related Party;
    - 2.3.3. disclosed to Receiving Party or a Related Party without a similar restriction by a third party who has the right to make such disclosure; or

- 2.3.4. required to be disclosed by Receiving Party or by a Related Party by law, regulation, court order or other legal process; provided, however, that in such event Receiving Party shall legally resist disclosing the Confidential Information and shall notify Disclosing Party of such disclosure in writing not less than twenty-one (21) days in advance of any disclosure or planned disclosure.
3. **Term of Agreement.** Unless expressly terminated by agreement in writing between the parties hereto, the term of this Agreement shall continue and bind the parties hereto for a period of 5 year(s).
4. **Return or Destruction of Confidential Information.** All Confidential Information shall remain the exclusive property of Disclosing Party. Receiving Party shall return or destroy, and shall cause the Related Parties to return or destroy, all copies, transcriptions or other reproductions of, and any notes related to, the Confidential Information to Disclosing Party upon either:
- 4.1. the accomplishment of the purpose for which the Confidential Information was provided; or
- 4.2. receipt of a written notice from the Disclosing Party requesting return or destruction of the Confidential Information.
- The parties acknowledge and agree that the decision as to whether return or destruction is appropriate or necessary is that of the Disclosing Party. The Disclosing Party shall make said decision in its sole, absolute and unreviewable discretion.
5. **No License or Other Rights.** Nothing in this Agreement is intended to or shall grant to the Receiving Party or any Related Party any license or other right of any nature to the use of any of the Confidential Information except for the limited purpose of evaluating a possible business relationship between Disclosing Party and Receiving Party.
6. **Accuracy and Completeness of Confidential Information. No Warranties.** It is understood by Receiving Party that portions of the Confidential Information may relate to products and/or services under development or planned for development. DISCLOSING PARTY MAKES NO WARRANTIES REGARDING THE ACCURACY OF THIS CONFIDENTIAL INFORMATION. ALL CONFIDENTIAL INFORMATION IS DELIVERED "AS IS" AND DISCLOSING PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT. Disclosing Party accepts no responsibility for any expenses, losses or actions incurred or undertaken by Receiving Party as a result of the receipt of the Confidential Information. IT IS FURTHER UNDERSTOOD BY RECEIVING PARTY THAT DISCLOSING PARTY DOES NOT WARRANT OR REPRESENT THAT IT WILL INTRODUCE ANY PRODUCT OR SERVICE TO WHICH THE CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS RELATED.
7. **Remedies.** Receiving Party acknowledges and agrees that Disclosing Party would be irreparably harmed if any of its Confidential Information were to be disclosed by Receiving Party, to third parties, other than Related Parties, if any use were to be made of the Confidential Information other than that specified in this Agreement. Receiving Party further agrees that Disclosing Party shall have the right to seek and obtain injunctive relief upon any violation or threatened violation of the terms of this Agreement, in addition to all other rights and remedies available to Disclosing Party at law or in equity.
8. **Entire Agreement.** This Agreement, and Appendix A which is attached hereto and, by this reference, incorporated herein as if set forth in full, contains the entire agreement among the parties hereto with respect to the matters set forth herein and expressly supersedes any prior arrangements and any other confidentiality arrangements, whether written or oral, between Disclosing Party and Receiving Party.
9. **Amendments.** No amendment or waiver of any term of this Agreement shall be effective unless such amendment or waiver is in writing and is signed by each of the parties hereto.
10. **Attorneys' Fees.** If any party shall commence any action or proceeding against the other in order to enforce the provisions of this Agreement, or to recover damages as the result of the alleged breach of any of the provisions of this Agreement, the prevailing party therein shall be entitled to recover all reasonable costs incurred in connection therewith against the party commencing such action or the party who has breached this Agreement, as the case may be, including reasonable attorneys' fees.
11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the state of Idaho in the United States of America, without regard to its conflicts of laws principles. Each party submits to *in personam* jurisdiction in the state and federal courts located in Ada County, Idaho.
12. **Counterparts; Facsimile.** This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This Assignment may be executed by facsimile and any facsimile signatures shall be deemed original counterparts.
13. **Miscellaneous.** This Agreement is binding upon and for the benefit of the parties, their respective officers, directors, employees, partners, principals, successors and assigns. The right to receive Confidential Information may not be assigned. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**CORPORATION:**

Matraex, Inc.

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

**COMPANY:** \_\_\_\_\_

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

## **APPENDIX A**

### **COMPANY IDENTIFIES THE FOLLOWING AS ITS CONFIDENTIAL INFORMATION:**

1. Any and all intellectual property, business information, confidential information and other information, whether written or verbal, which has been, or after the date hereof will be, furnished or disclosed by Company to Corporation or any of its Related Parties, including without limiting the generality of the foregoing:
  - 1.1. technology, computer programs, designs, data, research, manuals, methods, systems, formulae, formulations, recipes, compositions, devices, processes and records;
  - 1.2. marketing information and methods, including marketing data, market research, sales techniques, and the names, addresses, telephone and facsimile numbers, and the operation, buying habits and practices of customers, potential customers and representatives;
  - 1.3. information regarding its customers, employees and independent contractors;
  - 1.4. information regarding hosting methods and sources, including server configurations data, the names and other identifying information regarding independent contractors, vendors and suppliers, and prices at which products or services are or have been obtained or sold;
  - 1.5. financial information, including financial statements, forecasts, reports and all other financial information not disseminated to the public;
  - 1.6. the use of, integration with, or agreements governing artificial intelligence products and services; and
  - 1.7. any other confidential or proprietary information regarding products and services.

### **CORPORATION IDENTIFIES THE FOLLOWING AS ITS CONFIDENTIAL INFORMATION:**

1. Any and all intellectual property, business information, confidential information and other information, whether written or verbal, which has been, or after the date hereof will be, furnished or disclosed by Corporation to Company or any of its Related Parties, including without limiting the generality of the foregoing:
  - 1.1. technology, computer programs, designs, data, research, manuals, methods, systems, formulae, formulations, recipes, compositions, devices, processes and records;
  - 1.2. marketing information and methods, including marketing data, market research, sales techniques, and the names, addresses, telephone and facsimile numbers, and the operation, buying habits and practices of customers, potential customers and representatives;
  - 1.3. information regarding its customers, employees and independent contractors;
  - 1.4. information regarding hosting methods and sources, including server configurations data, the names and other identifying information regarding independent contractors, vendors and suppliers, and prices at which products or services are or have been obtained or sold;
  - 1.5. financial information, including financial statements, forecasts, reports and all other financial information not disseminated to the public;
  - 1.6. the use of, integration with, or agreements governing artificial intelligence products and services; and
  - 1.7. any other confidential or proprietary information regarding products and services.

### **ALLOWED PURPOSE(S) OF CONFIDENTIAL INFORMATION**

1. The evaluation of a business relationship between the parties.
2. The execution of any defined agreement between the parties.