

CNTINUUM GRC

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement is made and entered into as of _____, the Effective Date, between _____ (Company) located at _____ and Continuum GRC, Inc. located at 27743 N. 70th Street, Suite 100, Scottsdale, AZ 85266.

- 1. Purpose:** The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.
- 2. "Confidential Information"** means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary," or some similar designation. Information communicated orally shall be considered Confidential Information if such information is designated at the time of disclosure as confidential. Confidential Information may also include information disclosed to a disclosing party by third parties. In addition, all disclosures related to either party's present and future business activities, information related to pricing, business plans, systems, programs, software products data systems, trade secrets, inventions, technological know-how, processes, agent and customer lists, product information, proprietary technical documentation and financial data in oral or written, tangible or intangible form, provided by disclosing party shall be considered Confidential Information. Additionally, the fact of the existence of this Agreement, its terms and conditions; and all information relating to the foregoing shall be considered Confidential Information. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently

developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

- 3. Non-use and Non-disclosure:** Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees or independent contractors of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.
- 4. Maintenance of Confidentiality:** Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own confidential information and shall ensure that its employees or independent contractors who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees.
- 5. No Obligation:** Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.
- 6. No Warranty:** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
- 7. Return of Materials:** All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party

to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party or destroyed upon the disclosing party's written request.

8. **No License:** Nothing in this Agreement is intended to grant any rights to either party under any trademark, patent, mask work right or copyright, or other intellectual property of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.
9. **Term:** The term of this Agreement shall be one (1) year from the Effective Date. The obligations of each receiving party hereunder shall survive for a period of two (2) years following the termination of this Agreement, except that the term of the attached Business Associate Agreement shall be as specified therein if applicable.
10. **Remedies:** Each party agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all other legal remedies.
11. **Miscellaneous:** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Arizona, U.S.A., without reference to conflict of laws principles. Any actions brought hereunder shall be exclusively in Maricopa County. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of each of the parties by its duly authorized representative. Agreed and accepted.

CONTINUUM GRC

COMPANY

Signature:

Signature:

Name & Title:

Name & Title:

Date:

Date: