

## Mutual Non-Disclosure Agreement

This mutual non-disclosure agreement (the "Agreement"), with an effective date of \_\_\_\_\_, 20\_\_, is made between BluIP, Inc. ("BluIP") and \_\_\_\_\_, ("Company"). The parties agree as follows:

**1. Definitions.** "Confidential Information" means information disclosed by discloser, its affiliates or its representatives to recipient in relation to the Purpose (defined below), which information is identified as confidential, or which can reasonably be considered confidential due to its nature, or the circumstances surrounding disclosure. Confidential Information does not include information which (a) is in the public domain, through no fault of recipient; (b) was or lawfully becomes known to recipient without obligation of confidentiality; or (c) was independently developed by recipient without use of discloser's Confidential Information.

**2. Purpose.** Confidential Information may be used by each party, if at all, solely for evaluating, undertaking, and/or furthering business transactions or technical discussions between BluIP and Company (the "Purpose").

**3. Confidentiality.** Each party further agrees to only disclose Confidential Information to its affiliates, employees, directors, agents, other representatives or third-party contractors who have a need to know such Confidential Information, and who are under a substantially similar written obligations, no less restrictive than this Agreement, to keep such information confidential. Recipient shall exercise a reasonable degree of care to protect Confidential Information from unauthorized disclosure, and at least no less than the same degree of care with which it protects its own confidential information.

**4. Mandatory Disclosure.** Recipient may disclose Confidential Information to the extent required by law or judicial order, provided that recipient shall: (a) notify discloser of any duty to disclose, affording opportunity for discloser to take protective actions (except to the extent notice is prohibited by law); and, (b) disclose only as much of the Confidential Information as so required, maintaining all proprietary notices applicable to such Confidential Information.

**5. No Warranty.** The parties acknowledge that discloser retains all rights, title and interests in and to its Confidential Information, and that no license is implied by conveying Confidential Information hereunder. Confidential Information is disclosed "as is"; no representation, warranty, or any other obligation with respect to the accuracy or performance of Confidential Information is provided by discloser or its affiliates. Recipient agrees that neither it, its subsidiaries, or any of their respective affiliates or representatives will have any liability to discloser or any of its subsidiaries, affiliates or representatives relating to or resulting from the use of the Confidential Information.

**6. No Waiver.** The parties agree that a failure to enforce any of the provisions of this Agreement will not constitute a waiver of such provisions.

**7. Return or Destruction of Confidential Information.** Upon demand by discloser, Confidential Information and any copies thereof will be promptly destroyed or returned to discloser; provided that archival copies may be retained by recipient to the extent required by applicable law, and/or as produced pursuant to automatic back-up processes until such time as routine back-up destruction occurs.

**8. Term.** The obligations of confidentiality will continue for a period of three (3) years from the date of disclosure of Confidential Information provided that trade secrets and sensitive information (including personally identifying information) shall remain protected for as long as protectable under applicable laws.

**9. Compliance with Laws.** Each party will comply with all applicable laws (including regulations, rules and the like). Without limiting the foregoing, each party acknowledges that: (a) Confidential Information, and other information disclosed by the other party, may be subject to (i) U.S., Canadian, EU or other export control laws (including the applicable export control laws of any member state of the European Union); and, (ii) regulations including the EAR and the EU Dual-Use Regulation; and, (b) it agrees to comply with such laws.

**10. Governing Law.** This Agreement will be construed in accordance with the laws of California and be subject to the jurisdiction of the state and district courts located in and (as applicable) for the Central District of California, in the county of Los Angeles.

**11. Remedies.** Each party acknowledges that disclosure of Confidential Information in a manner not authorized by this Agreement may cause irreparable damage that would not be fully remedied by monetary damages. and the discloser shall be entitled to seek equitable relief, including in the form of injunctions and orders for specific performance. Each party agrees to waive any requirement for the other party to post a bond in order to obtain injunctive or other equitable relief. Any such relief will be in addition to and not in lieu of monetary damages.

**12. Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements regarding this subject matter.

### BluIP, Inc.

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

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

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

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

### Company

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

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

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

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