

MUTUAL NONDISCLOSURE AGREEMENT

DipTerra LLC
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Lake Oswego, OR 97034
www.dipterra.com
email: greent@dipterra.com

COMPANY:
(Name & Address)

DipTerra LLC, and the entity identified above ("Company") may disclose confidential information to each other so that they can evaluate a possible business combination (the "Transaction"). In order to protect the information disclosed by either party ("Disclosing Party") to the other ("Recipient"), each company, intending to be legally bound, agrees that:

- 1. Recipient shall keep confidential any nonpublic information about Disclosing Party's existing or proposed business or products ("Information") whether written, oral, embodied in product samples, or in other forms. The existence of this agreement is confidential and constitutes Information.
2. Recipient shall protect Information from disclosure by using reasonable care, but at least the same degree of care as Recipient uses to protect its own confidential information.
3. Recipient may disclose Information to its employees and affiliates who need to know Information to evaluate the Transaction and who agree to be bound by the restrictions imposed on Recipient by this agreement. A breach of this agreement by Recipient's employee or affiliate shall be deemed a breach by Recipient.
4. Recipient shall not use or allow others to use Information, except to evaluate the Transaction.
5. Recipient shall not analyze or permit others to analyze any products, samples, or models containing Information provided by Disclosing Party, except to the extent necessary to determine that they function as represented by Disclosing Party.
6. At Disclosing Party's request, Recipient shall return all materials furnished by Disclosing Party that contain Information, without retaining any copies. However, Recipient may retain in its confidential files one copy of written Information for record purposes only. Upon request, Recipient will state in writing under oath whether it has complied with this section.

- 7. This agreement shall remain in effect as long as Recipient possesses Information, but shall not apply to Information that: (a) is or becomes publicly available through no fault of Recipient; or (b) is or has been received in good faith by Recipient without restriction on use or disclosure from a third party having no obligation of confidentiality to Disclosing Party; or (c) is or has been independently developed by Recipient without reference to Information received from Disclosing Party, as evidenced by Recipient's written records.
8. If Recipient is required by judicial or administrative process to disclose Information provided by Disclosing Party, Recipient shall promptly notify Disclosing Party and allow Disclosing Party a reasonable time to oppose such process.
9. Recipient shall not use or register any trademark or trade name disclosed by Disclosing Party, unless Recipient had lawfully begun using it before disclosure.
10. This agreement does not require either party to enter into the Transaction or any other business relationship and does not create any agency or partnership between the parties.
11. In the event of a default under this agreement by Recipient, Disclosing Party shall be entitled to injunctive relief in addition to any other available remedies, including damages. In any litigation concerning this agreement, the prevailing party shall be entitled to recover all reasonable expenses of litigation, including reasonable attorney fees at trial and on any appeal.
12. This agreement shall be governed by Oregon law, without regard to principles of conflicts of law.
13. All additions or modifications to this agreement must be made in writing and executed by both parties.

EFFECTIVE DATE: , 2018

DipTerra LLC

Authorized Signature
Name Title
Terrence R. Green President

COMPANY

Authorized Signature
Name Title