# MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “Agreement”) is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of itself and its affiliates (collectively, the “Company”), and Green Circuits, Inc. (“Green”). The Company and Green are each referred to herein as a “Party” and collectively as the “Parties.”

1. **Purpose.** The Parties are considering or currently engaged in a business relationship (the “Relationship”). In order to facilitate the Relationship, a Party (the “Discloser”) has disclosed and/or may further disclose certain Confidential Information (as defined below) to the other Party (the “Recipient”). This Agreement is intended to allow the Parties to continue the Relationship while protecting the Confidential Information, including Confidential Information previously disclosed by Discloser to Recipient, against unauthorized use or disclosure.
2. **Definition of Confidential Information.** “Confidential Information” means (i) any information furnished to Recipient or its representatives by or on behalf of Discloser concerning the business, financials, operations, services or customers of Discloser, in any form, whether oral, written, electronic, graphic or machine-readable, and whether or not marked as confidential or proprietary, including but not limited to the identity of Discloser’s customers and such customers’ products, designs, drawings, blueprints, specifications, formulae, processes, orders, applications and requirements, and (ii) all notes, analyses, compilations, studies, interpretations, memoranda or other documents or derivative works prepared by Recipient or its representatives or affiliates, which contain, reflect or are based upon, in whole or in part, the information furnished to any of them by or on behalf of Discloser.

# Non-Disclosure/Use of Confidential Information

* 1. Recipient agrees not to use any Confidential Information for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Relationship. Recipient shall not disclose or permit disclosure of any Confidential Information to any third parties, other than those of its representatives (“Representatives”) who need to know for purposes of the Relationship and agree to be bound hereby. Recipient shall be responsible for any breach of this Agreement by its Representatives. Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Discloser in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that Recipient utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Recipient agrees to notify Discloser in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information that may come to Recipient’s attention.
  2. Exceptions. Notwithstanding the above, Recipient shall have no liability to Discloser with regard to any Confidential Information which Recipient can prove: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of Recipient; (ii) is disclosed with the prior written approval of Discloser; (iii) was independently developed by Recipient without any use of the Confidential Information or by Representatives who have not had access to the Confidential Information, as demonstrated by files created at the time of such independent development;

(iv) is or becomes known to Recipient, without restriction, from a source other than Discloser without breach of this Agreement by Recipient and otherwise not in violation of Discloser’s rights or any other obligation of confidentiality; or (v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Recipient shall provide prompt notice of such court order or requirement **to** Discloser to enable Discloser to seek a protective order or otherwise prevent or restrict such disclosure.

1. **Ownership**. Nothing contained in this Agreement shall be construed as granting to Recipient any rights, by license or otherwise, to any Confidential Information except as expressly set forth herein. The disclosure of Confidential Information shall not result in any obligation to grant Recipient any rights therein.
2. **No Joint Venture or Partnership**. This Agreement shall not be construed as a teaming agreement, joint venture, partnership, or other such arrangement, and is for the sole purpose of protecting the Confidential Information.
3. **Export Restrictions.** Recipient will adhere to all applicable laws, regulations, and rules relating to the export of any technical data contained within the Confidential Information, and will not export or re-export, directly or indirectly or in a “deemed” fashion, any such technical data, or any products received from Discloser, or the direct product

of such technical data, to any proscribed country or person listed in or pursuant to such applicable laws, regulations, and rules, unless properly authorized. Recipient shall indemnify and hold Discloser harmless for all claims, demands, damages, costs, fines, penalties, attorney’s fees, and all other expenses arising from failure of the Recipient to comply with applicable export laws and regulations.

1. **Return or Destruction of Materials.** Any Confidential Information furnished by Discloser to Recipient shall be promptly returned by Recipient, accompanied by all copies of such Confidential Information, or destroyed within ten

(10) days after the written request of Discloser.

1. **No Publicity.** Recipient shall not, without the prior consent of Discloser, disclose to any other person the fact that Confidential Information has been and/or may be disclosed under this Agreement, that the Relationship is taking place between Recipient and Discloser, or any of the terms, conditions, status or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to Discloser.
2. **Assignment.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties, provided that Confidential Information may not be assigned without the prior written consent of Discloser. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. Any assignment in violation of this paragraph shall be void.
3. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement,

(b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

1. **No Representations.** Discloser makes no representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information, and each of Discloser and its officers, directors, employees, stockholders, owners, advisors, agents or affiliates expressly disclaims any and all liability to Recipient or any other person that may be based upon or relate to (a) the use of the Confidential Information by Recipient or any of Recipient’s representatives or (b) any errors therein or omissions therefrom.
2. **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.
3. **Remedies.** Recipient agrees that its obligations set forth in this Agreement are necessary and reasonable in order to protect Discloser and its businesses. Recipient expressly agrees that due to the unique nature of the Confidential Information, monetary damages would be inadequate to compensate Discloser for any breach by Recipient of its covenants and agreements set forth in this Agreement. Accordingly, Recipient agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to Discloser and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Discloser may be entitled (a) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Recipient, without the necessity of proving actual damages or the posting of any bond or other security, and (b) to be indemnified by Recipient from any loss or harm, including but not limited to reasonable attorney’s fees, arising out of or in connection with any breach or enforcement of Recipient’s obligations under this Agreement or the unauthorized use or disclosure of the Confidential Information.
4. **Amendment and Waiver.** Any term of this Agreement may be amended with the written consent of the Parties. Any amendment or waiver effected in accordance with this paragraph shall be binding upon the Parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a Party shall not constitute a waiver of any term hereof by such Party.
5. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
6. **Entire Agreement.** This Agreement is the product of both of the Parties hereto, and constitutes the entire agreement between such Parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the

Parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the Parties hereto regarding such transactions, the Relationship and/or the subject matter hereof are expressly canceled and superceded by this Agreement.

1. **Term.** This Agreement and all of the provisions contained herein shall terminate two (3) years following the date of this Agreement.

The Parties have executed this Agreement as of the date first above written.

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| **COMPANY:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  By:  Name: Title: | **GREEN:**  **GREEN CIRCUITS, INC.**  By: Name: Adam Szychowski Title: VP of Sales |