

## MUTUAL NON-DISCLOSURE AGREEMENT

This is an agreement between **VoloHaus, Inc.** and \_\_\_\_\_ involving the material exchange of confidential information and shall be effective as of the date this agreement is signed by both parties.

### RECITAL

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information including, without limitation, computer programs, code, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), and other technical, business, financial and product development plans, forecasts, strategies and information, which to the extent previously, presently, or subsequently disclosed to the Receiving Party, is hereinafter referred to as "Proprietary Information" of the Disclosing party.

All Proprietary Information shall be protected and safeguarded if it is (a) marked as the Disclosing Party's confidential or proprietary information (or with an equivalent legend) at the time of disclosure, if disclosed in tangible form; or (b) identified as Proprietary Information at the time of disclosure. Notwithstanding the failure of the Disclosing Party to mark information as confidential or proprietary as described above, information that, by its very nature, or under the circumstances of disclosure, should reasonably be understood to be confidential or proprietary, shall be deemed to be Proprietary Information.

In consideration of the parties' discussions and access the Receiving Party may have to Proprietary Information of the Disclosing Party, the Parties hereby agree as follows:

1. The Receiving Party agrees (i) to hold the Disclosing Party's Proprietary Information in confidence and to take all necessary precautions to protect such Proprietary Information including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials, (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person, (iii) not to make any use of such Proprietary Information, except for the below stated purpose, and (iv) not to copy or reverse engineer, or attempt to derive the composition or underlying information of any such Proprietary Information.
2. The Receiving Party agrees that the Proprietary Information shall not be used except for the following purpose: **consultation regarding VoloHaus's service offerings to a prospective client and/or the rendering of said services.**
3. The Receiving Party further agrees to limit the use of and access to the Disclosing Party's Proprietary Information to the Receiving Party's employees who need to know such Proprietary Information for said purposes and shall cause such employees to comply with the obligations set forth herein.
4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be

developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for itself products, concepts, systems, or techniques that are similar to or compete with the products, concepts, systems, or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.

5. The Disclosing Party agrees that the foregoing obligations shall not apply with respect to information that (i) was in the possession of the Receiving Party or known by it prior to receipt from the Disclosing Party, or (ii) was rightfully disclosed to the Receiving Party by another person without restriction, or (iii) was independently developed by the Receiving Party without access to such Proprietary Information, or (iv) is required to be disclosed pursuant to any statutory or regulatory authority or court order, provided the Receiving Party has given the Disclosing Party prompt notice of such requirement and the opportunity to contest it.
6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture or other similar relationship between the Parties.
7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
9. Immediately upon a request by the Disclosing Party at any time, the Receiving Party will turn over to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and all copies or extracts thereof and will promptly and permanently delete any Proprietary Information which is electronically or optically recorded or stored.
10. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary Information, there can be no adequate remedy at law for any breach of its obligation hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach. If any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

11. Neither party acquires any intellectual property rights under this Agreement or any disclosure hereunder, except the limited right to use such Proprietary Information in accordance with this Agreement.
12. NO WARRANTIES OF ANY KIND (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE GIVEN WITH RESPECT TO THE PROPRIETARY INFORMATION DISCLOSED OR USED UNDER THIS AGREEMENT, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR DAMAGES ARISING FROM OR CAUSED BY DEFECTS OR DEFICIENCIES IN THE PROPRIETARY INFORMATION OF EITHER PARTY, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.
13. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by both parties.
14. The requirement to protect Proprietary Information disclosed under this Agreement shall survive termination of this Agreement indefinitely.

IN WITNESS WHEREOF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Party A's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Party B's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_