

**MUTUAL CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement is by and between the following Parties:

Parvus: Parvus Corporation  
3222 S. Washington Street  
Salt Lake City, Utah 84115

Company name \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Disclosure of Information. The Parties intend to enter into a business relationship in which it is expected that the Parties will disclose to each other certain information which they deem to be confidential. Each party agrees to protect the Confidential Information of the other party as provided below. For the purposes of this Agreement, the Party disclosing Confidential Information is referred as “Discloser” and the Party receiving Confidential Information is referred to as “Recipient.” Discloser may disclose such Information to Recipient in such form(s) as Discloser chooses, including oral and/or written disclosure, disclosure through training, and/or disclosure through Recipient’s observations of Disclosures’s products, services, business, documents, materials and/or property.
2. Purpose. **Parvus** warrants that the Information disclosed by **Company** to **Parvus** shall only be used by **Parvus** for the following purpose:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Company** warrants that the Information disclosed by **Parvus** to **Company** shall only be used by **Company** for the following purpose:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Definition of Information. “Information” means any and all information, data, computer programs, technology, research, inventions, intellectual property, trade secrets, know how, works of authorship, processes, methods, customer names, plans, forecasts, prices, business information, financial information, marketing materials, sales information, employee names, supplier names, and the like.
4. Confidential Information. “Confidential Information” means any and all Information disclosed by Discloser to Recipient, reduced to writing and identified as Confidential, except for: (a) Information which is in the public domain at the time of disclosure by Discloser to Recipient, and (b) Information in the possession of Recipient prior to disclosure by Discloser to Recipient. Confidential Information shall cease to be Confidential Information if it subsequently enters the public domain through no fault of Recipient (or Recipient’s employees). Specific disclosures shall not be deemed to be within the above

exceptions (and/or Paragraph 5) merely because they are embraced by general disclosures within the above exceptions (and/or Paragraph 5), and any combination of features shall not be deemed within the above exceptions (and/or Paragraph 5) merely because individual features are within the above exceptions (and/or Paragraph 5).

5. Disclosure by Third Party of Recipient. If subsequent to disclosure by Discloser to Recipient, Confidential Information is lawfully and legitimately disclosed by a third party to Recipient, then any use, transfer or disclosure of such Confidential Information (but not other Confidential Information) by Recipient which is lawfully and legitimately authorized by said third party shall not be prohibited by Paragraph 6 below.
6. Protections. Recipient shall not disclose or transfer any Confidential Information to any other person or entity. Recipient shall not use Confidential Information except for the purpose described for it in Paragraph 2. Recipient shall take all reasonable precautions to ensure against any disclosure, transfer or use of Confidential Information not specifically authorized by Discloser in writing.
7. Employees. Access to Confidential Information by Recipient's employees shall be limited by Recipient to employees having a reasonable need to know. Recipient shall be responsible for its employees.
8. Term and Termination. The non-disclosure and non-use obligations of each party under this Agreement shall continue for a period of five (5) years from the date of disclosure.
9. Disclaimer and Risk. DISCLOSER MAKES NO REPRESENTATION OR WARRANTY NOT EXPRESSLY SET FORTH IN THIS AGREEMENT WITH RESPECT TO CONFIDENTIAL INFORMATION. Without limiting the generality of the foregoing, Discloser does not represent or warrant that the Confidential Information is complete, accurate, useful, feasible, suitable, functional, safe or defect-free. Recipient accepts all risk of use of, and reliance on, Confidential Information.
10. No License. Discloser is not obligated to grant to Recipient any license or right under any patent, trade secret, copyright, trademark or other intellectual property right of Discloser.
11. No Obligation to Disclose. Discloser has no obligation to disclose to Recipient any Information which Discloser elects to withhold.
12. Attorney's Fees. If any Party breaches this Agreement, then the nonbreaching Party shall be entitled to collect from the breaching Party any and all reasonable costs (including attorney's fees) incurred by the nonbreaching Party in enforcing this Agreement. Such relief shall be in addition to any other relief to which the nonbreaching Party is entitled.
13. Injunctive Relief. It is understood and agreed that damages are an inadequate remedy in the event of a breach or intended or threatened breach by Recipient of this Agreement and that any such breach by Recipient will cause Discloser irreparable injury and damage; accordingly, Recipient agrees that Discloser shall be entitled, without waiving any additional rights or remedies (including monetary damages) otherwise available to Discloser at law, or in equity, or by statute, to preliminary and permanent injunctive relief in the event of a breach or intended or threatened breach by Recipient

14. Severability. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision(s) had never been contained herein, provided that such invalid, illegal, or unenforceable provision(s) shall first be curtailed, limited or eliminated to the extent necessary to remove such invalidity, illegality or unenforceability with respect to the applicable law as it shall then be applied.
  
15. Final Agreement. This Agreement constitutes the final, complete and exclusive agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, modification, revision or amendment of this Agreement shall not be effective unless made in writing executed by both Parties.
  
16. Waiver. Any waiver of, or promise not to enforce, any right under this Agreement shall not be enforceable unless evidenced by a writing signed by the Party making said waiver or promise.
  
17. Headings. The headings in this Agreement are for the purpose of convenience only and shall not limit, enlarge, or affect any of the covenants, terms, conditions or provisions of this Agreement.
  
18. Governing Law. This Agreement shall be governed and enforced in accordance with the laws of the state of Utah.
  
19. Authorization. The persons signing below represent that they are authorized to execute this Agreement for and on behalf of the Party for whom they are signing.

READ, UNDERSTOOD AND FREELY ACCEPTED BY:

**Company (“Company”)**

Authorized Signature: \_\_\_\_\_

Name (print) \_\_\_\_\_

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

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

**Parvus Corporation (“Parvus”)**

Authorized Signature: \_\_\_\_\_

Name: (print) \_\_\_\_\_

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

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