

SPIRESPARK INTERNATIONAL MUTUAL NON-DISCLOSURE AGREEMENT

This SpireSpark International Non-Disclosure Agreement (“Agreement”) is entered into and made effective as of the date set forth above, by and between the SpireSpark International, an Oregon corporation (“SpireSpark”), and the Participant identified below (“Participant”).

The parties as specified below agree on the following terms:

1. **Confidential Information.** The confidential, proprietary and trade secret information (“Confidential Information”) to be disclosed hereunder is (i) information in tangible form (including facsimile transmissions and pdf-scans, of documents sent via email) that bears a “confidential,” “proprietary,” “secret”, or similar legend, as well as (ii) non-tangible visual and/or verbal disclosures that are identified as confidential prior to disclosure and reduced to writing, marked as provided above and delivered to the receiving party within thirty (30) days of the original date of disclosure. (iii) or any other information which under the circumstances, should reasonably be recognized as confidential by someone who is generally familiar with the disclosing party’s type of business.
2. **Obligations of the Receiving Party.** The receiving party will not use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential technical collaboration between the parties. The receiving party will maintain the confidentiality of the Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. The receiving party will not disclose any Confidential Information except to persons who have a need to know and who agree to abide by nondisclosure terms at least as comprehensive as those set forth herein; provided that the receiving party will be liable for breach by any such employee or entity. Any copies of Confidential Information which are made will be identified as belonging to the disclosing party and marked “confidential”, “proprietary” or with a similar legend.
3. **Period of Non-Assertion.** Unless a shorter period is indicated below, the disclosing party will not assert any claims for breach of this Agreement or misappropriation of trade secrets against receiving party arising out of the use or disclosure of Confidential Information occurring more than two (2) years from the date of receiving party’s receipt of such Confidential Information.
4. **Termination of Obligation of Confidentiality.** The receiving party will not be liable for the disclosure of any Confidential Information which is: (a) rightfully in the public domain other than by a breach of a duty to the disclosing party; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; or (d) independently developed by the receiving party.
5. **Title.** Title or the right to possess Confidential Information as between the parties will remain in the disclosing party.
6. **No Obligation of Disclosure; Termination.** The disclosing party has no obligation to disclose Confidential Information to the receiving party. Either party may terminate this

Agreement at any time without cause upon written notice to the other; provided that the receiving party’s obligations with respect to Confidential Information disclosed during the term of this Agreement will survive any such termination. The disclosing party may, at any time: (a) cease giving Confidential Information to the receiving party without any liability, and/or (b) request in writing the return or destruction of all or part of its Confidential Information previously disclosed, and all copies thereof, and the receiving party will promptly comply with such request, and certify in writing its compliance.

7. **General.**
 - (a) This Agreement is neither intended to nor will it be construed as creating a joint venture, partnership or other form of business association between the parties, nor an obligation to buy or sell products using or incorporating the Confidential Information.
 - (b) Both parties understand and acknowledge that no license under any patents, copyrights, trademarks, or maskworks is granted to or conferred upon the receiving party in this Agreement or by the transfer of any information of the disclosing party to the receiving party as contemplated hereunder, either expressly, by implication, inducement, estoppel or otherwise, and that any license under any such intellectual property rights must be express and in writing.
 - (c) The failure of the disclosing party to enforce any right resulting from breach of any provision of this Agreement by the receiving party will not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.
 - (d) This Agreement will be governed by the laws of the State of Oregon without reference to conflict of laws principles.
 - (e) This Agreement constitutes the entire agreement between the parties with respect to the Confidential Information and all restrictions thereon, and may not be amended except in a writing signed by a duly authorized representative of each party. Any other agreements between the parties, including non-disclosure agreements, will not be affected by this Agreement.
 - (f) The disclosing party disclaims all warranties regarding all Confidential Information disclosed pursuant to this Agreement, including all warranties as to the accuracy or utility or non-infringement of such Confidential Information.
 - (g) The receiving party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the disclosing party, entitling the disclosing party to seek injunctive relief in addition to all legal remedies.

SIGNATURE BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY

SPIRESPARK INTERNATIONAL,
(a corporation)

PARTICIPANT: _____
(Company Name, if applicable)

(Address)

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title