



MUTUAL NON-DISCLOSURE AGREEMENT

Preamble

This Mutual Non-Disclosure Agreement (hereinafter this “*Agreement*”), is entered into this _____ (day) day of _____ (month), in the year _____ (year), by and between Edge Realm Inc., a Texas domiciled corporation with business headquarters at C/O Delta S Management, Inc., 615 Longview Drive, Sugar Land, Texas 77478-3728 (“*PARTY A*”) and _____ (company name) incorporated in _____ (state of domicile) with business offices located at _____ (full address) (“*PARTY B*”). Both *PARTY A* and *PARTY B* shall be individually or collectively, a “*Party*” or the “*Parties*”, respectively.

WHEREAS, the Parties wish to engage in discussions concerning a potential business arrangement between the parties, which discussions may involve the disclosure of Confidential Information (defined below).

NOW THEREFORE, in consideration of these premises and of the mutual promises and covenants herein, it is hereby agreed as follows:

- 1. Confidential Information.** As used herein, “*Confidential Information*” shall mean any information in whatever form, and however delivered or communicated, relating to the business, operations, plans, services, facilities, processes, software, methodologies, technologies, intellectual property, research and development, clients and suppliers, partners, principals, employees, consultants and authorized agents of a Party (the “*Disclosing Party*”) that is supplied by or on behalf of the Disclosing Party to the other Party (the “*Receiving Party*”) or otherwise acquired by the Receiving Party during the course of dealings between the parties or otherwise and which is reasonably understood to be of a confidential nature. The Receiving Party shall exercise the same degree of care with respect to the Disclosing Party’s Confidential Information as the Receiving Party normally takes care to safeguard and preserve its own confidential information, provided that in no event shall the degree of care be less than a reasonable degree of care. Upon discovery of any prohibited use or disclosure, the Receiving Party shall immediately notify the Disclosing Party in writing and shall make its best efforts to prevent any further prohibited use or disclosure; however, such remedial actions shall in no manner relieve the Receiving Party’s obligations or liabilities for breach hereunder.
- 2. Use and Disclosure.** The Receiving Party shall only use the Confidential Information for the purposes contemplated by this Agreement. The Receiving Party may not disclose the other’s Confidential Information to third persons without the Disclosing Party’s prior written consent, provided that the Receiving Party may disclose the Disclosing Party’s Confidential Information to its employees and authorized agents, subcontractors, partners, principals and consultants on a need-to-know basis. The Receiving Party shall be responsible for ensuring that any of its employees, authorized agents, subcontractors, partners, principals and consultants who receive Confidential Information, comply with the foregoing obligations. For the avoidance of doubt, the Receiving Party shall not (i) verbally disclose any confidential information including specifications or configurations, (ii) reverse engineer or disassemble or decompile any systems, equipment, prototypes, software or other tangible objects that embody the Confidential Information of the Disclosing Party provided under this Agreement, or (iii) make any copies of the Confidential Information of the Disclosing Party unless such copies are strictly required for the Authorized Use



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or the Disclosing Party approves such copies in writing and all copies include all proprietary rights notices in the same manner as such notices were in or on the original.

3. **Exclusions.** Confidential Information shall not include information which the Receiving Party can demonstrate: (a) is or becomes publicly known through no wrongful act of the Receiving Party; (b) is already known to the Receiving Party as evidenced by competent proof thereof; or (c) is rightfully received by the Receiving Party from a third party without restriction to Disclosing Party as to any Confidential Information and without breach of this Agreement. Nothing contained in this Section 3 shall be construed to allow a Party to reverse engineer or decompile the other Party's Confidential Information.
4. **Request for Disclosure.** Should the Receiving Party be required to disclose Confidential Information by order of a government agency or bureau or a court of law or equity with competent jurisdiction over the Receiving Party, Receiving Party may make such disclosures, provided that it will first have provided the Disclosing Party with prompt written notice of such required disclosure and will take reasonable steps to allow the Disclosing Party to seek a protective order with respect to the Confidential Information required to be disclosed. The Receiving Party will promptly cooperate with and assist the Disclosing Party, at the Disclosing Party's expense, in connection with obtaining such protective order.
5. **Term.** Unless otherwise agreed to by the Parties in writing, this Agreement shall become effective, upon signature by both parties hereto, as of the effective date first written above and shall apply only to Confidential Information disclosed by the Disclosing Party during the period of two (2) years following the effective date (*"the Term of this Agreement"*). The obligations of confidentiality hereunder shall survive the expiration of the term of this Agreement for a period of five (5) years; provided, however, that with respect to any Confidential Information that qualifies as a trade secret under applicable law, the obligation of confidentiality with respect to such trade secrets shall survive for so long as such items remain trade secrets.
6. **Return of Materials.** Upon the request of the Disclosing Party or upon termination of this Agreement, whichever is sooner, the Receiving Party shall cease use of Confidential Information received from the other party, and shall destroy all such Confidential Information, including copies thereof, and shall furnish the Disclosing Party with written certification of destruction, or, upon request of the Disclosing Party, shall return such Confidential Information to the Disclosing Party; provided, however, that the request does not apply to data that may be kept during the normal course of business in email or back-up systems. Nothing contained in this Agreement shall be deemed to prohibit the Receiving Party from engaging in the business activities it engaged in prior to the date hereof or using the business methods and practices it used prior to the date of this Agreement.
7. **Relationship of the Parties.** Each Party shall bear all costs and expenses incurred by it in complying with this Agreement. The Parties hereto shall be deemed to be independent contractors, and the employees, agents or other representatives of one Party shall not be deemed to be employees, agents or other representatives of the other. This Agreement shall not be interpreted as a joint venture, partnership, agency relationship, or formal business organization of any kind.



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8. **Title.** Each Party shall retain ownership of its Confidential Information. No license or conveyance of any rights held by either Party under any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by this Agreement or by the disclosure of any Confidential Information pursuant to this Agreement.
9. **No Representations.** THE PARTIES HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY AND ALL OF THEIR RESPECTIVE CONFIDENTIAL INFORMATION. NEITHER PARTY SHALL BE LIABLE IN DAMAGES OF ANY KIND AS A RESULT OF THE OTHER PARTY'S RELIANCE ON OR USE OF ANY CONFIDENTIAL INFORMATION, UNLESS SUCH RELIANCE OR USE IS EXPRESSLY PERMITTED IN A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.
10. **Assignment.** This Agreement shall be binding on the successors in interest and permitted assigns of both Parties. Neither Party shall assign any of its rights or delegate any of its responsibilities under this Agreement (by operation of law or otherwise) without the written consent of the other Party, which consent shall not be unreasonably withheld, and any purported attempt to do so will be null and void.
11. **Injunctive Relief.** The Parties hereby acknowledge that, due to the unique nature of the Confidential Information, the Disclosing Party's remedies at law are inadequate and that the Disclosing Party will suffer irreparable harm in the event of breach or threatened breach of any provision of this Agreement. Accordingly, in such an event, the Disclosing Party shall be entitled to seek preliminary and final injunctive relief without a requirement to post bond, as well as all other applicable remedies at law or in equity, including the recovery of damages.
12. **Severability.** If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision.
13. **No Waiver.** Neither Party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights, and shall in no way be construed to be a waiver of such rights or to affect either the validity of this Agreement, or any part hereof, or the right of either Party thereafter to enforce each and every provision in accordance with its terms.
14. **Governing Law.** This Agreement and the rights, liabilities and obligations of the Parties hereunder shall be interpreted, construed and established according to the laws of the State of Texas without regard to its conflicts of laws principles.
15. **Entire Agreement; Modification.** This Agreement contains the entire agreement and understanding between the Parties with respect to Confidential Information and supersedes all prior discussions, commitments, agreements and understandings between them with respect thereto. This Agreement may not be modified, amended or changed in any manner except by written amendment executed by each of the parties hereto.
16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by mail or any electronic means shall be enough to bind the Parties to the terms and conditions of this Agreement.



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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Edge Realm Inc.

PARTY A

Signature

Full Name

Title

Date

PARTY B

Signature

Full Name

Title

Date