

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “NDA” or this “Agreement”) is entered into as of \_\_\_\_\_, by and between **OLEA SYSTEMS, INCORPORATED**, a Nevada corporation (“Olea”), also known as **Olea Sensor Networks**, having its principal place of business at 9060 Double Diamond Pkwy., Suite 2A. Reno, NV 89521, and \_\_\_\_\_ (“Company”) having its principal place of business at \_\_\_\_\_.

Each of Olea and Company is referred to individually as a “Party” and they are collectively referred to as the “Parties”.

WHEREAS, the Parties are entering discussions concerning a project or business relationship relating to the technology of Olea and/or Company and/or a potential business relationship or a change in relation thereto (the “Business Purpose”); and

WHEREAS, the Parties recognize that there is a need to protect certain information of each Party that is of a confidential nature and which the Parties may exchange in the course of their discussions relating to the Business Purpose.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree that disclosed Confidential Information (as defined below) provided by a disclosing Party (as “Discloser”) to the receiving Party (as “Recipient”) shall be treated in accordance with the terms and conditions of this NDA as follows:

1. **“Confidential Information”** means and includes (a) all tangible and intangible information relating to the past, present or contemplated business and/or affairs of Discloser or any of its Affiliates (including, without limitation, computer programs, technical drawings, data, algorithms, know-how, formulas, processes, metadata, ideas, inventions, whether patentable or not, trade secrets, schematics, research and development, and other technical, business, financial, customer, employee, contractor and product development plans, designs, forecasts, strategies and other information) disclosed by Discloser or any of its Affiliates to Recipient or any of its Affiliates during the Term of this NDA, and (b) any information that a reasonable person would deem confidential or proprietary given the nature of the information and the circumstances under which it is disclosed. Written Confidential Information shall be clearly marked as confidential or proprietary or designated as confidential or proprietary at the time of disclosure. Oral or visual disclosures of Confidential Information shall be designated orally as confidential at the time of initial disclosure and the Discloser shall summarize such Confidential Information in writing to the Recipient within thirty (30) days, except that a visual disclosure of information that, at the time of disclosure, is clearly marked as confidential or designated as confidential shall be treated as Confidential Information even if such a summary is not subsequently given to the Recipient. Notwithstanding the foregoing, the fact that this NDA exists between the Parties is not Confidential Information.
2. **“Affiliate”** of a Party means any entity that directly or indirectly controls, is controlled by, or is under common control with, such Party.
3. **“Term”** of this NDA means the period that is three (3) years from the date of this NDA set forth above.
4. **Continuing Obligation.** Recipient has a continuing obligation to maintain the confidentiality of Discloser’s Confidential Information during the Term of this NDA and, if longer, for a period of at least two (2) years following Discloser’s disclosure of the particular item of Discloser’s Confidential Information to Recipient during the term of this NDA.
5. **Other Exclusions.** Recipient’s obligations hereunder will not apply, or shall cease to apply, to Confidential Information which Recipient can establish: (a) was rightfully in the possession of the Recipient prior to receiving it from the Discloser; (b) is independently developed by the Recipient without use of or reliance upon any Confidential Information from Discloser; (c) was in the public domain at the time of disclosure by Discloser or enters the public domain at any time after disclosure by Discloser through no breach of this NDA by the Recipient; (d) is obtained by Recipient in good faith from a third party who, at such time, is not, to the knowledge or reasonable suspicion of Recipient, under any obligation of confidentiality or otherwise breaching any duty or violating any law by making such disclosure to Recipient; (e) is required to be disclosed pursuant to law or legal process, provided that Recipient provides Discloser with prompt written notice of such requirement (prior to any scheduled disclosure) in order to reasonably permit (to the extent such law or legal process allows) Discloser to challenge such disclosure or obtain a protective order at Discloser’s expense; or (f) is otherwise expressly agreed with Recipient in a writing signed by Discloser to be no longer considered Confidential Information restricted by this NDA.
6. **Use & Standard of Care.** Recipient shall only use Discloser’s Confidential Information for the limited Business Purpose, and shall not make any other use of such Confidential Information whatsoever. Recipient shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as Recipient uses to safeguard its own confidential or proprietary information of a like nature from unauthorized use, disclosure, or dissemination. Recipient shall not reverse engineer or decompile any Confidential Information that is susceptible to reverse engineering or to being decompiled. Recipient shall not distribute, disseminate or disclose any of the Confidential Information to any person or entity without the Discloser’s express prior written consent, except that Recipient may disclose Confidential Information only to its employees, contractors, agents and Affiliates (and the employees, contractors and agents of its Affiliates) who have a need to know such information for the limited Business Purpose and who have or enter into confidentiality agreements with Recipient with terms no less restrictive than the terms of this NDA and such persons and entities shall be treated as “Recipients” hereunder. Recipient shall be responsible to ensure that its employees, contractors, agents and Affiliates (and the employees, contractors and agents of its Affiliates) comply with this NDA and such other confidentiality agreements.
7. **Return of Materials.** Within fifteen (15) calendar days of Recipient’s receipt of Discloser’s written request, Recipient shall return to Discloser all of Discloser’s Confidential Information and all copies thereof (and summaries thereof or extracts therefrom) in Recipient’s direct or indirect possession or control or, at Discloser’s instruction, destroyed by Recipient and, in the case of such destruction, Recipient shall then certify to Discloser in writing that such information has been destroyed and that no copies have been retained by Recipient or any of its employees, contractors, agents or Affiliates (or by any employee, contractor or agent of any of its Affiliates). Recipient may retain one fully-secured copy of the Confidential Information for the sole purpose of establishing Recipient’s defense in the event of a dispute concerning the Confidential Information or this NDA.
8. **Equitable Relief.** Recipient acknowledges that an unauthorized disclosure of the Confidential Information may cause irreparable harm to Discloser for which no adequate remedy at law exists and that, in addition to any other remedies which may be available, Discloser shall be entitled to seek injunctive relief to enforce the terms of this NDA.

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- 9. No Waiver of Rights.** The failure of a Party to enforce any of its rights under this NDA on any particular occasion shall not be deemed a waiver of any of its rights under this NDA on that or any other occasion. The rights and remedies of the Parties, as set forth in this NDA, are not exclusive and are in addition to any other rights and remedies provided by law. Additionally, the invalidity of any part or condition of this NDA shall not affect the validity of any other part or condition of this NDA.
- 10. No Rights or Licenses Extended.** No rights or licenses whatsoever, either express or implied, are granted hereunder by one to the other as to any patents or patent applications, copyrights, trademarks, trade secrets, or other intellectual property of Confidential Information now or hereafter acquired, developed, or controlled. Discloser retains all rights and remedies afforded under all U.S. and foreign patent, copyright, trade secret, and other applicable laws for protecting confidential or proprietary information, trade secrets and/or intellectual property rights.
- 11. Export & Transfer Restrictions.** Recipient will not transfer any disclosed information received hereunder to any country, person(s) or organization prohibited from obtaining such data according to any U.S. or foreign export regulation without first obtaining all valid export licenses and authorizations. To facilitate each Party's compliance with applicable export control regulations, if any of the Confidential Information provided by the Discloser is known by Discloser to be classified or listed as subject to export or re-export restrictions in the context of applicable export regulations, the Discloser shall immediately inform the Recipient in writing of such classification identification (but Discloser's classification thereof shall not necessarily be determinative of the treatment thereof under applicable export regulations).
- 12. NO WARRANTIES.** WITH RESPECT TO CONFIDENTIAL INFORMATION DISCLOSED, DISCLOSER PROVIDES SUCH INFORMATION 'AS IS' AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO RECIPIENT AS TO ITS CONDITION, ACCURACY, COMPLETENESS, MERCHANTABILITY, DESIGN, OPERATION, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. DISCLOSER FURTHER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE THE CONFIDENTIAL INFORMATION TO RECIPIENT AND THEREFORE HAS GRANTED RECIPIENT LAWFUL ACCESS TO THE CONFIDENTIAL INFORMATION FOR THE LIMITED BUSINESS PURPOSE STATED HEREIN.
- 13. No Relationship Established.** The Parties do not intend that any agency or partnership relationship be created between them by virtue of this NDA; nor does this NDA impose or imply an obligation by either Party to enter into any contract or business relationship with the other party.
- 14. Limited Purpose.** This NDA is solely for the purpose of governing the disclosures of information between the Parties in the context of the Business Purpose. If the Parties enter into an agreement concerning a business relationship or other transaction, such relationship or transaction will be governed by a separate agreement, and the provisions of such agreement concerning confidentiality of information shall supersede and prevail over any conflicting provisions of this NDA unless such other separate agreement expressly provides otherwise.
- 15. Assignment.** No Party may assign, delegate or otherwise transfer this NDA or any of its rights or obligations under this NDA, except to such Party's Affiliates or successors in interest, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempt to effectuate an assignment, delegation or transfer in violation of this Section shall be null and void. This NDA shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties.
- 16. Governing Law.** This NDA is made under and shall be construed according to the laws of the State of Nevada, USA, without regard to the conflicts of law provisions thereof. The Parties irrevocably submit to the exclusive jurisdiction, forum and venue of any Nevada state or U.S. federal court situated in Washoe County in the State of Nevada for any and all proceedings relating to this NDA, and the Parties irrevocably agree that all claims be heard and determined only in such courts.
- 17. Acceptance.** This NDA becomes binding on a Party when signed by a duly authorized representative of such Party. By signing below, the persons signing as authorized representatives of the Parties hereby represent and warrant to each other and to the Parties that they are duly authorized to sign on behalf of the Party for which they purport to sign this NDA.
- 18. Entire Understanding.** This NDA sets forth the entire agreement and understanding between the Parties relating to the subject matter hereof and supersedes all prior discussions and agreements between the Parties regarding the exchange of Confidential Information, except for previous non-disclosure and confidentiality agreements that apply to disclosures during periods of time not covered by this NDA.
- 19. Miscellaneous.** All modifications to this NDA must be made in writing and signed by both Parties. This NDA contains headings for convenience of reference only and those headings have no effect on any provision's meaning. This NDA may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The execution and delivery of this NDA by facsimile or electronic mail shall have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the date first above written.

**OLEA SYSTEMS, INCORPORATED**

By: \_\_\_\_\_

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

\_\_\_\_\_  
[Insert Company Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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