

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made as of this [redacted] day of [redacted], 20 [redacted] (the “**Agreement**”), by and between [redacted], having a mailing address of [redacted] and *WISPer Ventures, LLC*, having a mailing address of [redacted], Phoenix, Arizona 86 [redacted].

1. Purpose

The Parties wish to engage in discussions for the purpose of consulting and financing services (the “**Purpose**”) in connection with which it is anticipated that either party may from time to time disclose (in that capacity the “**Discloser**”) to the other party (in that capacity, the “**Recipient**”) certain information which the Discloser regards as proprietary and/or confidential. This Agreement sets forth the terms and conditions under which such information will be maintained in confidence by the recipient. In consideration of the mutual covenants contained herein, the parties agree as follows:

2. Definition of Proprietary Information

2.1 “**Proprietary Information**” as used herein shall mean information which is disclosed by the Discloser to the Recipient, related to Discloser’s Technology and/or ideas and/or know how and/or business operations and/or products and/or services, and (i) is in written, recorded, graphical or other tangible form and marked “Proprietary”, “Confidential” or with a similar legend denoting the Discloser’s proprietary interests therein, or (ii) is in oral form and identified by the Discloser as Proprietary or Confidential at the time of oral disclosure, with subsequent confirmation in writing, or (iii) is of apparent proprietary or confidential nature.

2.2. Nothing contained herein shall in any way restrict or impair the Recipient’s right to use, disclose or otherwise deal in information which: (a) at the time of disclosure to the Recipient is in the public domain; (b) after disclosure to the Recipient becomes part of the public domain otherwise than through an act or omission of the Recipient; (c) the Recipient will demonstrate in written evidence, immediately after such information was disclosed to the Recipient, was in its possession prior to the time of disclosure to the Recipient; or (d) is rightfully obtained at any time by the Recipient from a third party without restrictions in respect of disclosure or use or (e) is independently developed (by personnel having no access to the Proprietary Information) by the Recipient without reference to Proprietary Information received from the Discloser as proven by the written records of the Recipient.

3. Non Disclosure of Proprietary Information

3.1. Recipient undertakes to retain the Proprietary Information in strict confidence, not to make any use of such Proprietary Information other than as stipulated herein, and not to disclose such Proprietary Information to any third party without the expressed prior written authorization from an officer of the Discloser.

3.2 The Recipient shall disclose the Discloser’s Proprietary Information only to its employees having a need to know such information; shall use at least as great a standard of care in protecting the Discloser’s Proprietary Information as it uses to protect its own information of like character, but in any event not less than a reasonable degree of care; shall use such Proprietary Information only for the purposes of this agreement unless otherwise agreed to by the Discloser in writing; and shall promptly return or destroy (at Discloser’s choice) all such Proprietary Information upon the termination of this Agreement, or at any time, upon request of the Discloser. Recipient shall be responsible that its employees observe the provisions of this Agreement, including after termination of their employment with the Recipient and

shall be fully accountable and responsible for actions which constitute a breach of its obligations under this Agreement, whether such actions are authorized or not. The Recipient may disclose the Discloser's Proprietary Information in case such information is required to be disclosed to comply with legal mandatory regulations, a judicial or official order or decree, provided that written advance notice of such judicial action was timely given to the Discloser and an adequate opportunity to intervene is given to the Discloser.

4. Term

This Agreement shall commence on the date first written above and shall continue in effect for a period of one (1) year unless extended by mutual written consent. The foregoing commitments between the Parties shall survive any termination of this Agreement or of the Relationship between the Parties and shall continue for a period terminating seven (7) years after the date of termination of this Agreement.

5. Rights

No right or license, expressed or implied, under any patent, copyright, or trade secret, is granted hereunder nor shall this Agreement grant either party any rights in or to the other party's Proprietary Information, except the limited right to review such Proprietary Information in connection with the proposed Purpose between the Parties.

6. Miscellaneous

No modifications of this Agreement or waiver of any of its terms will be effective unless set forth in writing signed by the party against whom it is sought to be enforced. Failure by either party to require the other party's performance of any of the terms of this Agreement, or waiver by either party of any breach of this Agreement by the other party shall not prevent subsequent enforcement of such term or be deemed a waiver of any subsequent breach thereof.

7. Assignability

Neither party shall have the right to transfer or assign its interests in this Agreement, in whole or in part, without the prior written consent of the other party.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Arizona, USA, without regard to the conflicts of laws principles thereof, and any dispute arising hereunder shall be resolved exclusively in the competent courts of Arizona, USA.

Signature by facsimile shall bind the parties hereto. Agreed to as of the date last written below:

(Company)

WISPer Ventures, LLC.

By: _____

By: 

Name: _____

Name: William MacNamara

Title: _____

Title: Managing Partner

Date: _____