

MUTUAL CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is made and entered into as of _____, 2017 (the “Effective Date”), by and between _____, having a business address at _____ (“_____”), and **VIRUN, INC.**, a Delaware corporation having a principal place of business at 2160 S. Reservoir Street, Pomona, CA 91766 (“Virun”). Virun and _____ are the “Parties” to this Agreement.

The Parties desire to hold discussions concerning a possible future business or research relationship ("Purpose"), to include but not be limited to discussions of the Virun technology as applied to _____, and anticipate that proprietary and confidential information of each Party may be disclosed from one to the other during satisfaction of the Purpose.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Confidential Information.** As used herein, “Confidential Information” shall mean any and all technical and non-technical information that is disclosed by one Party or its Affiliate (“Disclosing Party”) to the other Party (“Receiving Party”) pursuant to this Agreement and the Purpose, subject to the exclusions set forth in Section 4 hereinbelow. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding the accuracy or performance of such Confidential Information.
2. **Obligations.** Receiving Party agrees to abide by the following obligations with respect to Confidential Information disclosed to it by a Disclosing Party.
 - a. A Receiving Party will limit access to Confidential Information to only those employees, students, agents, Affiliates and consultants of a Party who need to know such Confidential Information in furtherance of the Purpose, provided such individuals have been advised of the confidential nature of the Confidential Information and are under confidentiality and nonuse obligations that are at least as restrictive as those contained in this Agreement;
 - b. A Receiving Party shall use reasonable efforts to protect Confidential Information from unauthorized use or disclosure, which efforts shall, at minimum, be equivalent to those efforts a Receiving Party uses to protect its own confidential and proprietary information;
 - c. A Receiving Party shall use the Confidential Information only for the Purpose;
and
 - d. A Receiving Party shall, without unreasonable delay, notify Disclosing Party of any unauthorized disclosure or use of Confidential Information, and will reasonably assist Disclosing Party (i) in repossessing any and all tangible copies of such Confidential Information and, additionally or alternatively, (ii) in limiting the extent of or preventing such disclosure or

use, as the case may be.

3. Ownership. The disclosure of Confidential Information from Disclosing Party to Receiving Party shall not change the ownership therein. Thus, any Confidential Information owned by Disclosing Party prior to disclosure to Receiving Party shall remain the property of Disclosing Party. No license or other rights to Confidential Information is granted or implied to Receiving Party hereby, other than the rights expressly stated in this Agreement.

4. Exclusions. A Receiving Party's obligations under this Agreement shall not apply to any information that the Receiving Party can document by reasonable evidence:

a. was in the public domain at the time of disclosure to Receiving Party, or which, subsequent to the time of such disclosure, enters the public domain through no fault of Receiving Party;

b. was, is or becomes rightfully in the possession of Receiving Party free of any obligation of confidence;

c. is developed independently by Receiving Party without reliance on Confidential Information;

d. is disclosed to Receiving Party by a third party having the right to disclose such information free of any obligation to Disclosing Party; or

e. is disclosed by Receiving Party in response to a valid order by a court or other governmental body, or as otherwise required by law, including but not limited to securities and patent laws and rules, provided that, prior to any disclosure under (e), Receiving Party shall provide prompt prior written notice of the disclosure requirement to the Disclosing Party and shall cooperate with Disclosing Party in efforts to seek a protective order or otherwise prevent or limit such disclosure by legal means.

The occurrence of any or all of (a) through (e) above will not be construed to grant any rights, express or implied, under any patent, patent application or trade secret licensable by a Disclosing Party.

5. Term. This Agreement shall remain in effect for two (2) years from the Effective Date, or until ten (10) calendar days after the date on which either Party receives notice from the other that subsequent communications shall not be governed by this Agreement, whichever occurs first. The obligations and exclusions set forth in Sections 2 and 4, respectively, including but not limited to the obligations of non-disclosure and nonuse, shall continue for a period of five (5) years from the date of termination. The definitions, and Sections 3, 6, and 7 shall survive termination.

6. General.

a. Entire Agreement. This Agreement constitutes the entire agreement between the

Parties with respect to the Confidential Information disclosed hereunder and the Purpose and supersedes all prior or contemporaneous oral or written agreements between the Parties concerning such Confidential Information. Nothing in this Agreement shall be construed as (i) requiring either Party to enter into any further agreement with the other Party, (ii) requiring or implying any exclusivity between the Parties with respect to discussion or manufacture, or (iii) prohibiting either Party from holding discussions with a third party that are similar to those held between the Parties, so long as a Party holding such discussions does not disclose or use the Confidential Information of the other Party.

b. Amendment. This Agreement may be amended or modified only by a written agreement signed by authorized representatives of both Parties.

c. Assignment. A Party to this Agreement shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party, other than a transfer or assignment in connection with the sale or transfer of substantially all of the business of a Party, or that part of the business closely related to this Agreement.

d. Captions. The captions to the Sections and Paragraphs of this Agreement are for convenience only and shall not be deemed of any force or effect whatsoever in construing this Agreement. In interpreting and applying the terms and provisions of this Agreement, no presumption shall exist or be implied against the Party that drafted such terms and provisions.

e. Return. Within fifteen (15) calendar days of a written request by Disclosing Party, Receiving Party shall destroy or deliver to Disclosing Party, at Disclosing Party's option, all Confidential Information, including all copies thereof; however, Receiving Party may retain one complete copy of the Confidential Information in a secure location to assure compliance with this Agreement.

7. Legal Remedies.

a. Law. This Agreement shall be governed by the laws of the State of California.

b. Injunctive Relief. The Parties agree that a material breach of any part of this Agreement, including without limitation any actual or threatened disclosure of Confidential Information, will result in irreparable and continuing damage to the injured Party for which there is no adequate remedy at law and, accordingly, agree that the injured Party shall be entitled to injunctive relief, a decree for specific performance, and/or any such other relief as may be proper.

c. No Implied Waiver or Excuse of Breach. No term or provision hereof will be considered waived by a Party, and no breach excused by a Party, unless such waiver or excuse is in writing signed by such Party, and such waiver or excuse shall not operate or be construed as a waiver or excuse of any other provision or breach.

d. Enforceability. The unenforceability of any provision shall not affect the enforceability of any other provision of this Agreement.

8. Affiliates. An “Affiliate” of a Party is any entity that (a) is controlled by that Party, (b) controls that Party, or (c) is under common control with that Party, wherein “control” and “controlled” means the controlling entity has at least 50% ownership of the controlled entity.

Agreement to the foregoing is indicated by the signatures below.

VIRUN, INC.

By: _____

By: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____