



## MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the "Agreement") is effective as of \_\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_, and \_\_\_\_\_, a individually (collectively, the "Recipient") and **CEUNOVO INVESTMENTS, LLC**, a California Limited Liability Corporation, (the "Company"). The Recipient and/or the Company may also hereinafter be referred to individually or collectively as the "Party" or "Parties."

1. Purpose. The Parties wish to explore a business opportunity of mutual interest (the "Opportunity"), and in connection with the Opportunity, each Party may disclose to the other confidential technical and business information that the disclosing Party desires the receiving Party to treat as confidential.

2. "Confidential Information" means (a) any information disclosed by either Party before, on, or after the date of this Agreement, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, algorithms, business plans, customer data, customer lists, customer names, designs, documents, drawings, engineering information, financial analysis, forecasts, formulas, hardware configuration information, know-how, ideas, inventions, market information, marketing plans, processes, products, product plans, research, specifications, software, data tags and content, source code, trade secrets or any other information which is designated as "confidential", "proprietary" or some similar distinction, or should be reasonably understood by the receiving Party as being confidential (collectively, the "Disclosed Materials") and (b) any information otherwise obtained, directly or indirectly, by a receiving Party through inspection, review or analysis of the Disclosed Materials. Information that is disclosed orally shall be Confidential Information if it is (i) designated as such at the time of disclosure or within a reasonable time after disclosure; or (ii) should be reasonably understood to be Confidential Information. Information may also include information of a third party that is in the possession of one of the parties and is disclosed to the other Party under this Agreement. Confidential Information shall not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving Party from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession.



3. Non-disclosure of Confidential Information. Each Party agrees not to disclose any Confidential Information of the other Party except as set forth herein. If a receiving Party reasonably determines that it is required by law, regulation or governmental authority to make any disclosure that is prohibited or otherwise constrained by this Agreement, the receiving Party will provide the disclosing Party with prompt written notice of such requirement so that the disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, such receiving Party may furnish that portion (and only that portion) of the Confidential Information that the receiving Party has so determined it is legally compelled or is otherwise legally required to disclose; provided, however, that the receiving Party provides such assistance as the disclosing Party may reasonably request in obtaining such order or other relief. Neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects that embody the other Party's Confidential Information and that are provided to the Party under this Agreement.

4. Non-Circumvention. Each Party acknowledges the tangible and intangible value of third party introductions. Therefore, with respect to any possible strategic transaction that may be proposed as a result of the disclosures contemplated by this Agreement, the Parties expressly acknowledge that the names, information and availability of all third parties identified or introduced by either Party shall be considered the sole and exclusive property of the introducing Party. Neither Party shall act to exclude or circumvent the other regarding any transaction(s) that may be proposed or discussed as a result of disclosures pursuant to this Agreement by approaching, negotiating or doing business directly with a third party, or with any of the individuals or entities associated with that third party without the prior written consent of the introducing Party.

5. Maintenance of Confidentiality. Each Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure of the Confidential Information of the other Party. Without limiting the foregoing, each Party shall take at least those measures that it takes to protect its own confidential information of a similar nature, but in no case less than reasonable care (including, without limitation, all precautions the receiving Party employs with respect to its confidential materials). Each Party shall reproduce the other Party's proprietary rights notices on any such authorized copies, in the same manner in which such notices were set forth in or on the original. A Party receiving Confidential Information shall promptly notify the Party disclosing such Confidential Information of any disclosure of such Confidential Information in violation of this Agreement of which the receiving Party becomes aware.

6. No Obligation. Nothing in this Agreement shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate discussions concerning the Opportunity.



7. Authorized Persons. Without the prior consent of the disclosing Party, a receiving Party may make Confidential Information accessible only on a need-to-know basis to (i) its members and their designees, (ii) the members of the Company's board of directors and executive management and their designees, (iii) the employees of each Party, (iv) each Party's legal, financial and other advisors and accountants, (v) any bank or other financial institution or entity funding or proposing to assist in financing a potential transaction, whether by debt or equity, including any professional consultant retained by such bank or other financial institution or entity for the purpose of evaluating the Confidential Information, (jointly referred to as the "Authorized Persons"). A receiving Party may make Confidential Information accessible to the Authorized Persons only if it has drawn their attention to this Agreement. Any breach of the restrictions and obligations contained in this Agreement by an Authorized Person shall be imputed to the receiving Party as if the receiving Party itself had breached its obligations hereunder.

8. Return of Materials. All documents and other tangible objects containing or representing Confidential Information that have been disclosed by either Party to the other Party, and all copies or extracts thereof that are in the possession of the other Party, shall be and remain the property of the disclosing Party and shall be promptly returned to the disclosing Party or destroyed upon the disclosing Party's written request; provided, that the receiving Party may retain attorney work product and e-mail and computer system backup copies maintained in accordance with the receiving Party's generally applied electronic records retention policies.

9. No License. Nothing in this Agreement is intended to grant any rights to either Party under any patent, mask work right, copyright, trade secret or other intellectual property right of the other Party, nor shall this Agreement grant any Party any rights in or to the other Party's Confidential Information.

10. Term. The obligations of each receiving Party under this Agreement shall survive until the earlier of i) five (5) years from the date herein, or ii) such time as all Confidential Information of the other Party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving Party.

11. Availability of Equitable Relief. Each Party understands and agrees that its breach or threatened breach of this Agreement may cause irreparable injury to the other Party and that money damages may not provide an adequate remedy for such breach or threatened breach, and both parties hereby agree that, in the event of such a breach or threatened breach, the non breaching Party may also be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance. The parties' rights under this Agreement are cumulative, and a Party's exercise of one right shall not waive the Party's right to assert any other legal remedy.



**CEUNOVO INVESTMENTS, LLC**  
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12. Miscellaneous. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. The parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by facsimile transmission, and facsimile copies of executed signature pages shall be binding as originals. This Agreement shall benefit and bind the parties and their respective successors, heirs, legal representatives and permitted assigns. This Agreement shall be governed by Connecticut law without regard to conflicts of law rules. This Agreement constitutes the entire agreement between the parties with respect to the Opportunity and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement, and neither Party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other Party except as set forth in this Agreement. No provision of this Agreement may be waived except by a writing executed by the Party against whom the waiver is to be effective. A Party's failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this Agreement. No provision of this Agreement may be amended or otherwise modified except by a writing signed by the parties to this Agreement.

**COMPANY:**  
**CEUNOVO INVESTMENTS, LLC.**

**RECIPIENT:**  
\_\_\_\_\_

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

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

Luis F Ramirez

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

CEO

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