



dirbos

Nondisclosure Agreement

This Nondisclosure Agreement ("Agreement") is made and effective this day of [REDACTED], by and between DIRBOS INC, located at 27758 Santa Margarita #366 Mission Viejo, CA 92691 ("DIRBOS"), and [REDACTED], located at [REDACTED] ("Recipient"), each a "Party", collectively "the Parties."

WHEREAS, during the course of the relationship between the Parties, it is anticipated that DIRBOS may provide corporate and/or business information to the Recipient to pursue or further a business relationship between the Parties ("Purpose") and DIRBOS is desirous of protecting its confidential and proprietary information;

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Confidential Information

"Confidential Information" shall include all designs, drawings, concepts, data, materials, prototypes, sketches, products, models, technology, computer programs, specification, manuals, business plans, software, marketing plans, financial information, business plans and strategies, processes, know-how, inventions, customer information, vendors, pricing, schedules, information on rebates and incentives, and other information designated (or would reasonably be understood to be confidential or proprietary) and maintained as confidential that (i) has or could have commercial value in the business in which DIRBOS is engaged or in which it contemplates engaging in; or (ii) if disclosed without authorization, could be detrimental to the interest of DIRBOS. It shall include all information of DIRBOS that is disclosed or submitted, orally, in writing, electronically, or by any other media, to Recipient that is designated by Disclosing Party as confidential.

2. Confidentiality Obligation

Recipient agrees that the Confidential Information is to be considered confidential and proprietary to DIRBOS and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the Purpose above, and shall disclose it only to its officers, directors, employees, financial or legal advisors necessary to fulfill the Purpose, with a specific need to know, and that are bound by this Agreement or other obligations of confidentiality at least as restrictive. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from DIRBOS to any other party except with prior written authorization of DIRBOS.

Nothing herein shall require DIRBOS to disclose any of its Confidential Information. Further, Recipient will not disclose the business relationship or its dealings with DIRBOS, including the name of DIRBOS, except as approve in writing by DIRBOS.

The obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, or by the rejection of any agreement between DIRBOS and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

If disclosure of Confidential Information is demanded by subpoena or other validly issued judicial or administrative process, the Recipient shall: (i) promptly notify DIRBOS to enable DIRBOS to defend any such demand, (ii) cooperate with DIRBOS in opposing said demand (at DIRBOS's expense), and (iii) only disclose the requested Confidential Information to the extent required by law and after notification to DIRBOS.

3. Return of Confidential Information

Recipient shall not make or keep copies of any Confidential Information furnished in tangible form, except for carrying out the Purposes of this Agreement or the parties' business relationship. Upon the request of DIRBOS, Recipient shall return all Confidential Information (whether in electronic or hard copy form), and any copies or data derived there from within ten (10) days of such request and cease any and all uses of the Confidential Information. Upon termination of the Purpose or business relationship, Recipient shall immediately return all Confidential Information in any form and destroy any notes, memoranda, documents, or data derived from the Confidential Information and cease any and all use of the Confidential Information. Recipient shall provide a written certificate to DIRBOS regarding destruction within ten (10) days thereafter.



dirbos

Nondisclosure Agreement

4. Developments

Recipient recognizes that DIRBOS may provide Recipient with sensitive confidential information and trade secrets. To the extent Recipient provides critical feedback (whether solicited or unsolicited) as to any confidential information provided, including recommended improvements, developments or plans, all such feedback is and will be deemed and treated as confidential information, and subject to the obligations and restrictions set forth below. Recipient agrees and hereby does assign to DIRBOS all right, title and interest in and to, any and all conceptions related to his/her/its use, review and feedback (including improvements, developments, derivative works and critical feedback) on any DIRBOS confidential information, whether patentable or registerable under copyright, patent, trademark or other similar laws, that Recipient may conceive, develop or reduce to practice during the Term of this Agreement or any extension thereof.

5. Term

This Agreement, and all obligations upon Recipient hereunder, shall remain in full force and effect for so long as DIRBOS's Confidential Information remains confidential or non-public. If there is any question as to whether or not any Confidential Information is still confidential or non-public, Recipient shall enquire of DIRBOS. No termination of this Agreement will relieve Recipient of any obligation under this Agreement or affect the liability of Recipient for any prior breach of any provision herein.

6. No License

Nothing contained herein shall be construed as granting or conferring to Recipient any rights by title, ownership, license, rights or otherwise in any Confidential Information. It is understood and agreed that DIRBOS is not soliciting any change in organization, business practice, service or products of Recipient, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by DIRBOS to purchase or contract for any services or goods of Recipient or as an encouragement to expend funds on business, resources, development or research efforts. Confidential Information may pertain to prospective or unannounced products or services. Recipient agrees not to use Confidential Information as a basis upon which to develop or have a third party develop a competition or similar service/product.

7. No Warranty

Recipient acknowledges that all information exchanged under this Agreement is provided "as is" and DIRBOS makes no warranties or representations as to the information being provided.

8. No Publicity

Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of this Agreement, or the fact that discussions are being held between the Parties hereto. This Agreement does not obligate DIRBOS to enter into a business relationship with Recipient.

9. Governing Law and Equitable Relief

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of California. For all purposes and at all times, whether during or after termination or expiration of this Agreement, the Parties consent to the exclusive jurisdiction of the state courts and U.S. federal courts located in Orange County, California for any dispute arising out of this Agreement, and the Parties waive their right to have an action under this Agreement brought or tried elsewhere. The Parties agree that in the event of any breach by Recipient, DIRBOS may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect DIRBOS against any such breach or threatened breach. The prevailing Party in any action under this Agreement shall be entitled to recover its reasonable attorneys' fees and legal costs in addition to any other damages or other awards ordered by the Court.

10. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Parties.

11. No Assignment

The Parties may not assign this Agreement or any interest herein without the other party's express prior written consent.



dirbos

Nondisclosure Agreement

12. Severability

The terms of this Agreement will, where possible, be interpreted and enforced so as to sustain their legality and enforceability, reads as if they cover on the specific situation to which they are being applied and enforced to the fullest extent permissible under applicable law. If any term of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, then all other terms of this Agreement will nevertheless remain in full force and effect, and such term automatically will be amended so that it is valid, legal and enforceable to the maximum extent permitted by applicable law, but as close to the Parties' original intent as is permissible.

13. Notice

Any notice required by this Agreement or given in connection with it, shall be in writing and given to that appropriate Party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to DIRBOS:

DIRBOS INC
Attn: Legal
27758 Santa Margarita #366
Mission Viejo, CA 92691

If to Recipient:

14. No Implied Waiver

DIRBOS's failure to insist in any one or more instances upon strict performance by Recipient of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

15. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

16. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

17. Acceptance of Facsimile/Electronic Signatures

The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or by electronic transmission (electronic mail). Such facsimile signature or electronic signature must be treated in all respects as having the same effect as an original signature.

17. Survival

The Parties agree that sections all sections or provisions of this Agreement that may reasonably be read to survive termination or expiration will do so.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this date first above written.

DIRBOS INC

RECIPIENT:

BY: Jon Heindel
TITLE: CEO

BY:
TITLE: