|  |  |  |  |
| --- | --- | --- | --- |
|  | CIOPROUSA Mutual  Non-Disclosure Agreement |  |  |

Proprietary Information

Elias S. Cortez dba CIOPROUSA, referred to as “CIOPROUSA” here within.

This Agreement dated Tuesday, the 22nd of September 2022, between **CIOPROUSA** having its headquarters located at 20676 Center Street, Riverside, CA 92507 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having offices located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

***This agreement is specifically for open and confidential discussions of potential business opportunities and discussion of any CIOPROUSA user Methodology, Infrastructure/Design, Business Practices, Processes, and/or use of any related technology or any combination thereof.***

WHEREAS, each party may provide to the other certain proprietary, confidential and trade secret information in connection with this possible shared business opportunity; and

WHEREAS, both parties desire to keep such information confidential in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, A MUTUAL NON-COMPETE with CIOPROUSA Agreement is assured here within.

NOW, THEREFORE, in consideration of the above, the parties hereby agree as follows:

1. CIOPROUSA CONFIDENTIAL INFORMATION. ”Confidential Information” is defined as communications, or data including business information, business operations, marketing and development plans, technical, product, or financial information, customer lists or proposals, customer information, financial information, including sales data, pricing, purchasing and internal cost information, product specifications, computer programs or documentation including schematics, sketches, models, samples or drawing, and the manner and method of conducting business, whether conveyed in oral, written, visual, electromagnetic form or otherwise and any other information identified as “confidential”.
2. OWNERSHIP RIGHTS. Confidential Information shall at times remain the property of the disclosing party. The receiving party warrants that it will at all times use the same degree of care that it uses to protect its own information which it does not intend to disclose.
3. LIMITATION ON USE. Confidential Information provided to the receiving party shall be used by that party solely for the purpose of evaluating its interest in the possible business opportunity described or establishing a future agreement between the parties; the receiving party will not use such Confidential Information disclosed hereunder for any other purpose. Neither party

Shall alter or remove any property rights, legends, or notices from any product or reverse engineer, decompile or otherwise attempt to discover the underlying design, logic, function, features, or any other trade secretes of the other party.

1. NEED TO KNOW. The parties agree that they will not distribute, disclose, or disseminate Confidential Information to anyone except those with a need to know who are involved in the consideration or performance of the possible business opportunity described herein and who have been informed of and have agreed to abide by the terms of this agreement. The recipient of any Confidential Information shall use at least the same degree of care in safeguarding such Confidential Information as it uses in protecting its own proprietary or Confidential Information.
2. EXCLUSIONS FROM CONFIDENTIAL INFORMATION. This Agreement shall not apply to Confidential Information that: a) is in or enters the public domain, through no unauthorized act of the receiving party;
3. RETURN OF CONFIDENTIAL INFORMATION. Upon completion of the business opportunity or upon the written request of the party owning Confidential Information, the other party shall return or destroy all copies of Confidential Information and certify, if so requested, that all copies of Confidential Information have been returned or destroyed. A party may return Confidential Information or any party thereof, to the other party at any time.
4. NO WARRANTY – LIMITATION OF LIABILITY. Neither party makes any representation or warranty, express or implied, with respect to any Confidential Information and neither party shall be responsible for any expenses, losses or actions incurred or undertaken by the other party as a result of the receipt and use by such Party of Confidential Information of the other party. Neither party shall be liable for indirect, incidental, consequential, or punitive damages of any nature or kind, or losses of third parties of any nature or kind, resulting from or arising in connection with this Argument.
5. NO FURTHER RIGHTS. Nothing contained in this Agreement shall be construed as granting or conferring any right by license or otherwise in Confidential Information except for the use of such Confidential Information as expressly provided herein. This Agreement is not intended, nor shall it be construed to imply or create a promise or intention to engage in any future business opportunity or convey any right in or upon either party to enter into a contract regarding this Agreement nor does it convey or create in or upon any right upon any person nor a party to this Agreement.
6. NO OBLIGATION REGARDING BUSINESS OPPORTUNITY. The parties expressly agree that the disclosure of Confidential Information hereunder and any discussions held in connection with the business opportunity shall not prevent either party from pursuing similar discussions with

third parties or obligate either party to continue discussions with the other or to take, continue or forego any action relating to the business opportunity. Any estimates or forecasts provided by either party to the other shall not constitute commitments. No contract of agreement providing for a business opportunity will exist until a definitive contract is executed.

1. ENFORCEMENT. Each party acknowledges that the other may suffer irreparable damages in the event of any breach of this Agreement and that either party may be entitled to seek preliminary and final injunctive relief, including attorney’s fees and costs, as well as any other applicable remedies at law or in equity against the party who has breached or threatened to breach this Agreement, including attorney fees and costs.
2. MEDIA RELEASES. All media releases and public announcements or disclosures by either party relating to this Agreement, its subject matter or business opportunity shall be coordinated with the approved by the other party in writing prior to the release.
3. SECURITIES LAWS. The parties acknowledge that they are aware (and that their employees or agents have been or will be advised) that federal and state securities laws restrict person with material non-public information about a company or entity obtained directly or indirectly from that company or entity from purchasing or selling securities of such company or entity, or from communicating such information to any other person under circumstances in which it is reasonable foreseeable that such person is likely to purchase or sell such securities.
4. NON-SOLICITATION. In addition, the parties shall not for a period of five (5) years from the date of this Agreement solicit, recruit or employ, directly or indirectly, for its own business or the business of another, employees of the other or any Affiliate.
5. TERM. This Agreement shall continue for a period of five (5) years from the date first above written for purposes of disclosing Confidential Information. The confidential obligations set forth in herein shall survive the expiration of this agreement for a period of five (5) years.
6. SEVERABILITY. In case any or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.
7. ASSIGNMENT. Neither this Agreement nor any interest hereunder shall be as signed by either party unless agreed to in writing by the other party.
8. INDEMNITY. Each party shall indemnify and hold the other harmless against any damages, loss, expenses, legal fees, demands, or any claims whatsoever arising out of that parties failure to comply with the terms of herein or any law or duty arising under this Agreement.
9. INDEPENDENT CONTRACTOR. Neither the making of this Agreement nor the performance of any provision hereunder shall be construed to constitute either party as the agent, employee or legal representative of the other for any purpose, nor shall this Agreement be deemed to establish a joint venture or partnership between the parties, or to create any relationship between the parties. The parties agree that they shall not be deemed or considered to be an employee of the other within the meaning or the application of any federal, state or local law or regulation, including, but not limited to, laws or regulations relating to the unemployment insurance, employee benefits, workers compensation and withholding and other taxes.
10. RETURN OF INFORMATION. All Confidential Information shall remain the sole property of the Disclosing Party which originally disclosed such Confidential Information. Except as may be otherwise required by applicable law, regulation, legal or judicial process, the Receiving Party shall make all reasonable efforts to promptly destroy or return all materials containing any such Confidential Information (including all copies made by the Receiving Party), upon request following termination or expiration of this Agreement or the Receiving Party that it no longer has a need for such Confidential Information, Upon request of the Disclosing Party, the Receiving Party shall certify in writing that all such materials have been returned to the Disclosing Party or destroyed. Notwithstanding the above, the Receiving Party may retain copies of Confidential Information stored on backup disks or in backup storage facilities automatically produced in the ordinary course of business which are not, in the ordinary course of business, accessible from employee workstations. Any Confidential Information so retained will be held subject to the confidentiality and use limitations of this Agreement and will not be accessed by any person except information technology systems administrators or used for any purpose except necessary data storage systems maintenance.
11. NON-CIRCUMVENTION. Each party shall not circumvent or attempt to circumvent the other party or any entity who is, or may be, directly or indirectly associated with the Business Opportunities. Each party shall not, directly or indirectly, contact, deal with or otherwise become involved with any entity introduced, directly or indirectly, by the other party, for the purpose of soliciting business or deriving a business advantage, without the express consent of the party who made the original introduction.
12. NO REPRESENTATIVES. Each party understands that the other party makes no representation or warranties as to the accuracy or completeness of the information provided to each other.
13. TERM. This Agreement shall remain in force and affect for a period of five (5) years from the date signed and executed by all parties, with the effective date being the date on which the final signature is affixed hereto.
14. SURVIVABILITY. Each party agrees that all of its obligations undertaken herein as a Receiving Party shall survive and continue after any termination or expiration of this Agreement.
15. JURISDICTION. The jurisdiction for this Agreement is global and world-wide. Should a party assert that a violation has occurred, that party shall be entitled to take action for damages caused by the violation in the locale and/or legal jurisdiction in which the violation occurred, and/or in any other locale or jurisdiction(s) which is appropriate.
16. INJUNCTIVE RELIEF. The parties agree that any unauthorized use of any of the Confidential Information in violation of this Agreement disclosed by a Disclosing Party will cause such Disclosing Party irreparable injury for which it would have no adequate remedy at law. Accordingly, the Disclosing Party shall be entitled to immediate injunctive relief prohibiting any violation of this Agreement, in addition to any other rights and remedies available to such Disclosing Party.
17. ATTORNEY’S FEES. In the event either party shall bring any action to enforce or protect any of its rights under this Agreement, in addition NO attorney’s fees and costs incurred in connection therewith.
18. TITLE. The parties (or its Client or Customer) shall be the sole owner of any materials and equipment and have exclusive right, title and interest to all concepts and work products conceived, developed or acquired by them or persons under their direction or control in connection with services performed for them. Such concepts and work products shall include but shall not be limited to the following: specifications, designs, development plans, documentation, computer programs, documentation and media, drawings, materials, tools and hardware.
19. GOVERNING LAW. This Agreement will be governed and construed in accordance with the laws of each party’s respective state, The State of California if both live in California, without regard to the conflicts of laws or principles. California, without regard to the conflicts of laws or principles.
20. WAIVER. No waiver by the parties of any breach by the other party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless inwriting and then only to the extent expressly set forth in writing.
21. ENTIRE AGREEMENT. The parties further agree that this Agreement (i) is the complete and exclusive statement between the parties with the respect to the protection of the confidentiality of Confidential Information (ii) supersedes all related discussion and other communications between the parties, (iii) may only be modified in writing by authorized representatives of the parties, (iv) may not be assigned without the express written approval of both parties, (v) no failure in exercising any right under this agreement shall not operate as a waiver.
22. MISCALLENEOUS.
    1. No party has an obligation under this Agreement to purchase any service or item from any of the other parties, or to offer any service or item for sale to any of the other parties and that any agreement to have a business relationship between the parties will exist only when such agreement is in writing and duly executed by all the parties hereto.
    2. Any modifications or waivers of this Agreement must be made in writing and signed by all parties. However, the failure of a party to insist on full compliance with any provisions of this Agreement in a particular instance shall not preclude it from requiring full compliance thereafter.
    3. This Agreement is made and shall be governed and construed in accordance with the laws of Los Angeles County, California, USA.
    4. If any portion of this Agreement shall be held invalid, such invalidity shall no affect the other provisions hereof, and to this extent, the provisions of this Agreement are to be and shall be deemed severable.
    5. This Agreement constitutes the entire understanding between all the parties and supersedes all previous understandings, agreements, communications, and representations, whether written or oral, concerning the discussions by and between the parties hereto and the Confidential Information.
    6. This Agreement shall bind and inure to the benefit of the parties to this Agreement and their employees, agents, representatives, heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.
    7. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, all of which shall be deemed to be one and the same instrument. Facsimile transmission signatures or any credentialed electronically transmitted signatures shall be deemed original signatures if followed by hard copy delivery.
    8. To the extent that Confidential Information is disseminated or exchanged by both parties, such information shall be confidential as to both parties.

IN WITNESS WHEREOF, the parties hereto have individually and by their duly authorized representatives executed and delivered this Agreement, to be effective and delivered as of the date first written above.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| *CIOPROUSA* |  | *Company Name* |
| *Elias Cortez* |  | *Authorized Signatory (Printed Name) & Signature* |
| *Date* |  | *Date* |