



# SYNERGENT VENTURES

## AGREEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE

The undersigned, \_\_\_\_\_ and **Synergent Ventures, LLC** (a limited liability company organized under the laws of the State of Utah), along with their respective affiliates, representatives and subsidiaries, have engaged or are about to undertake an exchange of information and discussions for the purpose of determining whether there may be an interest in pursuing business, transactions and relationship. In connection with such discussions it will be necessary or desirable for the parties to disclose to each other and exchange certain proprietary and confidential information that the party disclosing such information (the “Discloser”) desires the other party receiving such information (the “Recipient”) to withhold, maintain and protect in secrecy from unauthorized use and disclosure.

Therefore, as a condition to and as consideration for the discussion and exchange of information, in which the parties are engaging or are about to undertake, the parties agree to keep confidential all information which the party producing such information deems to be confidential or proprietary, whether furnished before or after the date of this Confidentiality Agreement. In providing the Recipient with the Information, the Recipient agrees, pledges, and confirms to the Discloser as follows:

1. The term “Information” shall be deemed to include all types of Information, regardless of the medium via which it was transmitted from the Discloser to the Recipient, including, by way of example and not of limitation, oral communications, written or printed documents, computer disks and files, and other types of electronic transmissions, of or concerning, without limitation, technical information, business plans, financial statements and other information of the Discloser, as well as all notes, analyses, compilations, studies or other documents, prepared by either party, which contain or otherwise reflect or are prepared based on such information. In addition, information furnished by the Discloser to the Recipient shall be deemed confidential if, although not subject to the general description preceding, such information should reasonably have been understood by the Recipient, because of legends or other markings, the circumstances of disclosure or the nature of the information itself to be proprietary and confidential to the Discloser or its affiliated companies or to a third party.

2. Information shall not be considered to be confidential if the Recipient can prove: (i) the applicable information was in the public domain at or subsequent to the time it was communicated to the Recipient by the Discloser through no act or fault of the Recipient; (ii) it was rightfully in the Recipient’s possession free of any obligation of confidence at or subsequent to the time it was communicated to the Recipient by the Discloser; (iii) is rightfully obtained by Recipient on a non-confidential basis from third parties by or on behalf of the Discloser, provided that, the source of such information was not bound by a confidentiality agreement with the Discloser or otherwise prohibited from transmitting the information to the Recipient by a contractual, legal or fiduciary obligation; or (iv) is identified by the Discloser in writing as no longer proprietary, confidential or private.

3. The Recipient represents that the Information received from the Discloser shall be for sole use in connection with the purpose(s) described above, and that it shall not disclose any Information to any third persons; *provided, however*, that (i) any information may be made available to any third parties provided that the Discloser consents to in writing, in advance, to such disclosure; and (ii) any Information may be disclosed to those of the Recipient’s employees, representatives and affiliates who need to know such information; *provided, further that*, such representatives and affiliates shall be informed in advance by the Recipient of the strict confidential nature of the Information, and shall be required to agree to abide by the terms of this Agreement and, further, that the Recipient shall be responsible for any improper use or disclosure of the Information by its employees, representatives or affiliates.

4. The Recipient acknowledges and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Information of Discloser revealed to the Recipient, or to any invention or patent, copyright, trademark, trade secret or other proprietary or intellectual property right, or application for same which are now or thereafter may be obtained,



5. The Recipient further represents that it shall make no effort to circumvent, avoid, bypass, or obviate, either directly or indirectly, the terms of this Agreement, nor shall it use the Information or the knowledge derived therefrom to directly or indirectly compete or circumvent or otherwise interfere with or detract from the contemplated business, transaction or relationship or any other activities of the Discloser.

6. Recipient acknowledges that the Information is considered to be unique, proprietary and of value, and in many cases trade secrets, and that a violation or threatened violation of this Agreement will cause definite and irreparable injury to the Discloser for which monetary damages alone and other remedies at law will not be adequate. Therefore, Recipient agrees that in the event of a breach or threatened breach of confidentiality or use of Information, Discloser shall be entitled to reimbursement for any and all damages caused by such breach as well as, without the requirement of posting a bond or other security, injunctive or other relief in equity and in law.

7. All Information disclosed under this Agreement, including permitted copies, is and shall remain the property of the Disclosing Party. The Recipient shall make commercially reasonable efforts to protect and maintain the confidential and proprietary nature of the Information, using at least the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. Upon written demand, or termination or expiration of this Agreement, all Information, including any and all copies in its possession, regardless of medium, shall either be destroyed or returned to the Discloser within five (5) business days and such Information shall not thereafter be retained by Recipient or any of its employees, representatives or affiliates in any form. **Notwithstanding, the confidentiality and non-disclosure obligations pursuant hereto shall survive the expiration or termination of parties' relationship and shall continue for a period of three (3) years thereafter.**

8. This document constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement is expressly limited to its terms and may be modified or amended only by a writing signed by an authorized representative of the party against whom enforcement is sought. If either the Discloser or the Recipient employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. Unless otherwise agreed in writing, this Agreement shall govern Information disclosed by Discloser to the Recipient prior to, as well as after, the effective date hereof. This Agreement shall be binding upon and shall inure and be binding upon any permitted successors and assigns. This Agreement shall be governed by interpreted and construed in accordance with the laws of the State of Utah, without regard to its conflict of laws principles and without regard to the actual location in which this document is executed by the undersigned. This Agreement may be executed in counterpart originals and by facsimile signatures, and shall be effective regardless of the order in which signed.

IN WITNESS WHEREOF, the undersigned has executed this Agreement.

ACCEPTED AND AGREED TO:

Synergent Ventures, LLC

By : \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Representing:

Address:

DATED: \_\_\_\_\_

Tel:

Email: