



## CONFIDENTIAL NON-DISCLOSURE & NON-USE AGREEMENT

This AGREEMENT is made by and between Predecir, LLC having a principal place of business at 9721 Cinnabar Trail Austin, Texas 78726 (hereinafter referred to as the "DISCLOSER") and \_\_\_\_\_ having a principal place of business at \_\_\_\_\_ or any affiliate thereof (namely any entity that directly or indirectly controls, is controlled with or by or is under common control with a party) (hereinafter referred to as "RECIPIENT").

### WITNESSETH:

WHEREAS, DISCLOSER is in possession of certain Confidential Information relating to the DISCLOSER's software tools and security inventions, (hereinafter referred to as "COMPANY BUSINESS"); and,

WHEREAS, RECIPIENT desires to receive said information on a confidential basis for the purpose of evaluating its interest in and evaluating the potential for working with the DISCLOSER in developing further materials and processes for the COMPANY BUSINESS, and

WHEREAS, DISCLOSER is willing to disclose certain information it possesses on the COMPANY BUSINESS to RECIPIENT, under the terms and conditions set forth herein, so that RECIPIENT may be enabled to effectively evaluate its interests and capabilities in developing the COMPANY BUSINESS.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The term "Confidential Information" shall mean any and all information, data, know-how, design, methods, formulae, processes, finances, marketing plans, or projections, whether in written or in oral form and whether technical or non-technical, whether acquired or observed, which relates to COMPANY BUSINESS.
2. DISCLOSER represents that it has the right to disclose to RECIPIENT the Confidential Information covered by this AGREEMENT.
3. After the execution of this AGREEMENT, DISCLOSER may disclose to RECIPIENT Confidential Information for the sole purpose of enabling RECIPIENT to perform the scope of work described in the Preamble of this Agreement. RECIPIENT agrees for a period of three (3) years from the effective date of this Agreement:

\_\_\_\_\_  
(Today's Date)

- a) not to use the Confidential Information which it receives for any purpose other than the evaluation of its interests and capabilities in commercializing the COMPANY BUSINESS;
  - b) to treat the Confidential Information which it receives as it would its own proprietary information of like nature; and,
  - c) to take all reasonable precautions to prevent the disclosure of the Confidential Information which it receives to any third party.
4. RECIPIENT shall be relieved of any and all obligations under Paragraph 3 of this Agreement regarding Confidential Information which:
- a) was independently known to RECIPIENT prior to receipt hereunder; or
  - b) is generally available to the public at the time of disclosure to RECIPIENT or, after disclosure hereunder, becomes generally available to the public through no fault attributable to RECIPIENT; or
  - c) is hereafter made available to RECIPIENT by any third party having a right to do so; or
  - d) was independently generated by RECIPIENT by persons who have not had access to or knowledge of the Confidential Information disclosed hereunder.
  - e) is required to be disclosed by action of law.
5. Nothing in this AGREEMENT shall be construed as granting any license or right under any patent rights or as representing any commitment by either party to enter into any license agreement, by implication or otherwise.
6. RECIPIENT agrees, upon written request or upon termination of this Agreement, to immediately cease using and to certify the destruction of or to return to DISCLOSER within fifteen (15) days all the Confidential Information received from DISCLOSER, provided that one copy may be retained by legal counsel of RECIPIENT to assure compliance with the terms of this AGREEMENT.
7. The Confidential Information is provided "as is." DISCLOSER shall not be liable for the accuracy or completeness of the Confidential Information, nor are there any express or implied representations or warranties by DISCLOSER to RECIPIENT, including with respect to the infringement of any intellectual property rights, any right of privacy, or any rights of third parties.
8. To the extent that the Confidential Information disclosed to RECIPIENT under this AGREEMENT may be subject to export controls under the laws of the United States. RECIPIENT agrees to comply with such laws and agrees to not knowingly export, re-export or transfer Confidential Information of DISCLOSER without first obtaining all required United States authorizations or licenses.

- 9. This AGREEMENT shall constitute the entire understanding between the parties with respect to the Confidential Information.
- 10. This AGREEMENT shall be construed and interpreted in accordance with the laws of the United States and the State of Texas.
- 11. This AGREEMENT shall have as its effective date \_\_\_\_\_, hereto and shall terminate three (3) years after such effective date or on such earlier date as may be stipulated by the DISCLOSER. Notwithstanding the duration of agreement stipulated herein, RECIPIENT’s obligations under Paragraph 3 shall survive the termination date of this Agreement.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as of the respective dates written below.

**Predecir, LLC**



Recoverable Signature

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Satish Kambalimath  
 Founder & CEO, Predecir  
 Signed by: 5934de08-03ff-4436-ab8d-b40da312a9b1



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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

X

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Recipient Signature  
 Date Signed: \_\_\_\_\_