

## **View Technologies, LLC**

### **Mutual Confidentiality Agreement**

View Technologies, LLC (“Supplier”) and the party whose name is set forth below (“Customer”) are engaged in discussions in contemplation of a potential business relationship regarding the use of View Technologies’ hardware and software in Customer’s business operations that, if agreed to, will be reflected in a separate agreement (“Business Agreement”). Nothing in this agreement shall be construed as creating an obligation on the part of either party to enter into any such business relationship. To facilitate these discussions, Supplier expects to disclose to Customer confidential information regarding Supplier’s existing hardware and software, potential modifications or improvements that are in process or could be made to meet Customer’s requirements, limitations and pricing, and Customer may need to disclose to Supplier confidential information regarding Customer’s business operations and facilities.

All information exchanged by the parties will be presumed to be confidential. The term “Proprietary Information” shall include all such confidential information, the fact of communication thereof, as well as the existence and terms of this Agreement, any resulting Business Agreement and any work performed pursuant thereto. Notwithstanding the foregoing, the term “Proprietary Information” shall not include information that: (1) is or becomes generally available to the public other than through unauthorized disclosure by the receiving party or its employees, agents, consultants or subcontractors; (2) is or becomes available without restriction to the receiving party from a third party who has lawfully acquired such information; (3) is invented or created by the receiving party independent of the disclosure by the disclosing party as demonstrated by the written records of the receiving party; (4) is known to the receiving party prior to disclosure by the disclosing party as demonstrated by the written records of the receiving party; or (5) is authorized in writing by the disclosing party to be disclosed without restriction.

In consideration of the opportunity to review the Proprietary Information and to discuss the possibility of a business relationship, the parties hereby agree as follows:

1. Not to use any of the Proprietary Information for any purpose other than achieving the objectives of this Agreement or any resulting Business Agreement.
2. Not to disclose any of the Proprietary Information to any person (including unauthorized personnel of the disclosing party), except to those employees, agents, consultants and subcontractors of the receiving party who require access to such information for the receiving party to achieve the objectives of this Agreement and who are bound, by contract, professional obligation or otherwise, to maintain the confidentiality of the Proprietary Information in accordance with the requirements of this Agreement.
3. All Proprietary Information remains the property of the disclosing party. The receiving party may make and retain one copy of the Proprietary Information disclosed by the disclosing party at the offices of the receiving party’s counsel for archival purposes. No copies shall otherwise be made by the receiving party except as necessary in connection with this Agreement.

4. Except to the extent expressly prohibited by this Agreement, the parties remain free to engage in the research, design, development, testing, manufacturing, marketing or sale of products related or similar to the subject of these discussions.
5. Except as required by law, not to disclose Proprietary Information pursuant to legal process without timely notifying the disclosing party in order to permit the disclosing party to seek an appropriate protective order and/or to waive the receiving party's compliance with the provisions of this Agreement. The receiving party shall not thereafter be liable for disclosing Proprietary Information pursuant to legal process, provided: (a) that the receiving party takes such steps as are necessary for the protection of confidential information; and (b) in the written opinion of counsel, the receiving party is compelled to disclose the Proprietary Information under penalty of contempt, censure or other sanctions.
6. Unauthorized use or disclosure of Proprietary Information may irreparably harm the disclosing party and entitle it to injunctive relief in addition to all other remedies at law or in equity.
7. This Agreement may be terminated by either party upon written notice at any time. Regardless of the effective date of termination, the parties' obligations with respect to any Proprietary Information disclosed under this Agreement shall survive for a period of five years from the date of disclosure of such Proprietary Information.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the State of Georgia before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

This Agreement is solely for the benefit of the parties hereto and shall be governed exclusively by the laws of the State of Georgia without regard to conflict of law principles. This Agreement may be modified or waived only in a writing signed by the party against whom enforcement of such modification or waiver is sought. Wherever possible, each provision of this Agreement shall be interpreted so as to be effective and valid under governing law. This Agreement may not be assigned by a party without written consent of the other party, and shall be binding upon each party's respective successors, legal representatives and permitted assigns.

The parties have caused this Agreement, constituting the entire agreement between them with respect to the subject matter hereof and superseding all prior related agreements, to be executed as of the last date reflected below.



**View Technologies, LLC**

Steven Hudson, President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**COMPANY NAME**

LEADER NAME AND TITLE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date