

## COMMERCIAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT governs the disclosure of private and protected information by and between KARM, INC.,

and \_\_\_\_\_ of, Company \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ as of, Date \_\_\_\_\_

### DEFINITION OF CONFIDENTIAL INFORMATION.

As used herein, "Confidential Information" shall mean

any and all technical and non-technical information related to **18430 County Road 102, Woodland, CA 95776**, provided, including but not limited to (a) patent(s) and patent applications, (b) trade secret, and (c) copyrighted information (d) proprietary information, tax documents, ideas, techniques, plans, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, permits, licenses, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, general plans and all information the disclosing party provides regarding third parties.

### IDENTIFICATION OF CONFIDENTIAL INFORMATION.

If the Confidential Information is embodied in tangible material (including without limitation, software, hardware, drawings, graphs, charts, disks, tapes, prototypes and samples), it shall be labeled as "Confidential" or bear a similar legend. If the Confidential Information is disclosed orally or visually, it shall be identified as such at the time of disclosure.

### HANDLING OF CONFIDENTIAL INFORMATION.

Each party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Confidential Information of the other, except as approved in writing by the other party to this Agreement, and will use the Confidential Information for no purpose other than discussing the possible sale and purchase of the subject property abiding by the confidentiality terms. Each party shall only permit access to Confidential Information of the other party to those of its authorized representatives and clients having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

### RESIDUAL KNOWLEDGE.

Recipient may enhance its knowledge and experience retained in intangible form in the unaided memories of its directors, employees, clients and advisors as result of viewing Discloser's Confidential Information. So long as Recipient complies with this Agreement, Recipient may develop, disclose, market, transfer and/or use such knowledge, experience and intellectual property that may be generally similar to Discloser's Confidential Information, and Discloser shall not have any rights in such knowledge, experience or intellectual property nor any rights to compensation related to the Recipient use of such knowledge, experience or intellectual property, nor any rights in Recipient's business endeavors.

### TERM AND TERMINATION.

This Agreement shall terminate Six (6) months after the effective date. The Recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Recipient's heirs, successors and assigns for a period of Five (5) years only relating to the subject property. Upon termination or expiration of the Agreement, each party shall promptly return all documents and materials to the other and destroy all documents and other tangible materials representing the other's Confidential Information and all copies thereof.

### WARRANTIES.

Each party represents and warrants to the other party that (i) it has the requisite corporate and personal authority to enter into and perform this Agreement, (ii) this Agreement constitutes its legally binding obligation, enforceable in accordance with its terms, and (iii) its execution and performance under this Agreement,

including its disclosure of Confidential Information to the Recipient, will not result in a breach of any obligation to any third party or infringe or otherwise violate any third party's rights.

**SELLERS' S WARRANTY AND DISCLAIMER.** The seller, owner or agent of the property, under this Commercial Confidentiality and Non-Disclosure Agreement, is disclosing all the information and facts without any expressed or implied warranties for accuracy, validity and legality of all information to be provided to the buyer or its agents. All information provided and disclosed is considered reliable but not guaranteed in any shape or form. The buyer or its agent is advised to consult an attorney, tax professional or any other relative expert to investigate, verify and validate all information, records and financials before entering into any contract to lease or purchase.

**NO EXPORT.** Neither party shall export, directly or indirectly, any technical or non-technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

**NO GRANT OF RIGHTS.** The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither party shall make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the other party.

**ENFORCEABILITY.** It is the intention of the seller that the provisions of this Commercial Confidentiality and Non-Disclosure Agreement shall be enforced to the maximum extent possible in case of a breach by the buyer or its agent.

**EQUITABLE REMEDIES.** Recipient acknowledges that Recipient's breach of this Agreement may cause irreparable harm to Discloser for which Discloser is entitled to seek injunctive or other equitable relief, punitive and monetary damages including but not limited to attorney fees and court costs.

**MISCELLANEOUS.** Neither party shall transfer or assign this Agreement to any other person or entity, whether by operation of law or otherwise, without the prior written consent of the other. Any such attempted assignment shall be void and of no effect. This Agreement shall be governed by, enforced under, and construed and interpreted in accordance with, the laws of the state of California without reference to conflict of laws principles. Each party agrees consents to venue and personal jurisdiction in California. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. Neither party will assign or transfer any rights or obligations under this Agreement, including by operation of law, without the prior written consent of the other party. The Agreement is the complete and exclusive agreement regarding the disclosure of Confidential Information between the parties, and replaces any prior oral or written communications between the parties regarding Confidential Information. This Agreement may be signed in multiple copies, each of which shall constitute the same instrument. Once completely executed, any reproduction of this Agreement made by reliable means shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused this Mutual Non-Disclosure Agreement to be executed as of the Effective Date.

Sign: \_\_\_\_\_ Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

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