

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2015, between Seismocon Systems, Inc. (“**Seismocon**”), and _____ (The “_____”) with Mr./Mrs. _____.

1. **Purpose.** Seismocon and _____ (each a “Party” and collectively the “Parties”) wish to explore business opportunities of mutual interest and in connection therewith, the Parties may disclose to each other certain confidential technical and business information which the Parties desire to treat as confidential.

2. **Definitions:**

2.1. “**Disclosing Party**” means the Party, its employees, agents and representatives disclosing Confidential Information to the other Party.

2.2. “**Receiving Party**” means the Party, its employees, agents and representatives receiving Confidential Information from the other Party.

2.3. “**Confidential Information**” means any and all trade secrets, confidential knowledge, data or any other proprietary information pertaining to any business of a Disclosing Party or any of its clients, customers, consultants, licensors, licensees or affiliates whether in written, machine readable or other tangible form, or obtained by the Receiving Party through observation or examination of such information and material, or disclosed orally, and regardless of whether it is indicated as confidential when communicated to the Receiving Party, including but not limited to (a) inventions, ideas, improvements, discoveries, trade secrets, processes, data, programs, methods, procedures, knowledge, know-how, designs, drawings, diagrams, flow charts, techniques, formulas, test data, software, computer code, hardware configuration information, other works of authorship and designs whether or not patentable, copyrightable, or otherwise protected by law, and whether or not conceived of or prepared by Disclosing Party, either alone or jointly with others, or similar information relating to another party whose information the Disclosing Party has in its possession under obligation of confidentiality; (b) information regarding research, development, new products and services, market data and marketing plans and strategies, merchandising and selling, business plans, strategies, forecasts, time tables, projections, profits, investments, operations, financings, records, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) identity, requirements, preferences, practices and methods of doing business of specific parties with whom the Disclosing Party transacts business, and information regarding the skills and compensation of other employees of the Disclosing Party and independent contractors performing services for the Disclosing Party. Each Party acknowledges and agrees that the Confidential Information has been and is being developed by the Disclosing Party through the expenditure of substantial time, effort and money and is a valuable proprietary asset of the Disclosing Party. Confidential Information shall not, however, include any information which Receiving Party can establish:

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- (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Receiving Party by Disclosing Party;
- (ii) becomes publicly known and made generally available after disclosure to Receiving Party by Disclosing Party through no act or omission of Receiving Party; or
- (iii) is in the possession of Receiving Party, without confidentiality restrictions, at the time of disclosure by Disclosing Party as shown by Receiving Party's files and records immediately prior to the time of disclosure.
- (iv) The Receiving Party is required to disclose by law or by a governmental or administrative agency or body or decision by a court of law, but then only after first notifying the Disclosing Party of the required disclosure.

3. ***Non-use and Non-disclosure.*** Receiving Party agrees not to use any Confidential Information for any purpose except to perform its obligations under that certain Manufacturing and Supply Agreement between the Parties. Receiving Party agrees not to disclose any Confidential Information to third parties or to employees of Receiving Party, except those employees of Receiving Party who are required to have the information for such Party to fulfill its obligations to the other Party; provided, however, that all such employees have agreed in writing to a non-disclosure agreement with no less restrictive terms than those herein to protect such Confidential Information and that the Receiving Party shall have taken reasonable steps to prevent the unauthorized use or disclosure of Disclosing Party's Confidential Information by such employees. Under no circumstances shall Receiving Party reverse engineer, disassemble or decompile any prototypes, software, hardware or other tangible objects which embody Disclosing Party's Confidential Information. In addition Receiving Party shall not directly or indirectly design, create, manufacture, sell or otherwise deal with any item or product, containing, based upon or derived from, the Confidential Information of a Disclosing Party, except as may be expressly agreed to in writing by the Disclosing Party.

4. ***Maintenance of Confidentiality.*** Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of Disclosing Party's Confidential Information. Without limiting the foregoing, Receiving Party shall take at least those measures that Receiving Party takes to protect its own most highly confidential information. Receiving Party shall not make any copies of Confidential Information unless the same are previously approved in writing by the Disclosing Party. Receiving Party shall reproduce Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Receiving Party shall immediately notify Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information.

5. ***No Warranty.*** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

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6. ***Ownership; Return of Materials.*** All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Receiving Party shall be and remain the property of Disclosing Party and shall be promptly returned to Disclosing Party (i) within (10) days after the conclusion of the discussions contemplated by this Agreement; or (ii) immediately upon the written request of Disclosing Party. Each party represents and warrants that it has the legal right to disclose to the Receiving Party any and all Confidential Information.
7. ***No License.*** Nothing in this Agreement is intended to grant any rights to Receiving Party under any invention, trade secret, trademark, patent or copyright or other intellectual property rights of Disclosing Party, nor shall this Agreement grant Receiving Party any rights in or to Confidential Information except as expressly set forth herein.
8. ***Term.*** This Agreement shall enter into force when duly signed by both Parties and shall remain in force for 3 year(s) or until such time as all Confidential Information of Disclosing Party disclosed.
9. ***Severability.*** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, and the balance of this Agreement will remain in full force and effect.
10. ***Successors and Assigns.*** This agreement shall be binding upon and for the benefit of the undersigned Parties, their successors and assigns, provided that no Party may assign its rights or obligations hereunder without the prior written consent of the other Party.
11. ***Remedies.*** Receiving Party agrees that any violation or threatened violation of this Agreement will cause immediate and irreparable injury to Disclosing Party for which monetary damages would be inadequate, entitling Disclosing Party to obtain injunctive relief without the necessity of proving actual damages or being required to post any bond or other undertaking in connection with any such action, provided that nothing in this Agreement shall be construed to limit the damages otherwise recoverable by Disclosing Party. In addition, Disclosing Party shall have the right to inform any person, and the principals of any such person, that Disclosing Party reasonably believes to be receiving or to be contemplating receiving from Receiving Party any assistance or Confidential Information in violation of the terms of this Agreement, and of the rights of Disclosing Party under this Agreement, that participation by such person with Receiving Party in activities in violation of this Agreement may give rise to claims by Disclosing Party against such person. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.
12. ***Receiving Party Information.*** Disclosing Party assumes no obligation, either express or implied, with respect to any of Disclosing Party's Confidential Information disclosed by Receiving Party.

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13. **Force Majeure.** Neither Party shall be liable for any failure to meet any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, judicial action or theft. In the event of judicial action, the Receiving Party shall take all reasonable steps to limit any disclosure to that required by law. Receiving Party shall immediately notify Disclosing Party of any theft of Disclosing Party's Confidential Information.
14. **Entire Agreement.** This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof.
15. **Attorneys' Fees.** Should it become necessary for the Disclosing Party to institute legal proceedings as a result of a breach of this Agreement by the Receiving Party, the Disclosing Party, to the extent successful, shall be entitled to recover from the Receiving Party the cost of such legal proceedings including reasonable attorney's fees and all costs in addition to any and all relief otherwise available, either at law or in equity.
16. **Effectiveness.** The obligations undertaken under this Agreement shall be effective retroactively to the date any Confidential Information was first disclosed, made available or provided by the Disclosing Party to the Receiving Party.
17. **Governing Law.** This Agreement shall be governed by the laws of California.

In Witness whereof, this Nondisclosure Agreement is executed as of the date first above written:

_____, 2015

PRINTED NAME

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