



TAVIO MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (“**Agreement**”) is entered into on (“**Effective Date**”)

BETWEEN **JOYND CLOUD CONNECTORS ULC**, a British Columbia Unlimited Liability Corporation (“**JCC**”), doing business as “**Tavio**” AND _____, (each of whom will be hereinafter referred to as the “**Disclosing Party**” or the “**Receiving Party**”, as appropriate).

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and the mutual disclosure of confidential information to each other, it is hereby agreed as follows:

1. Definitions.

- 1.1 “**Confidential Information**” means any non-public information that the Disclosing Party specifically marks and designates, either orally or in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential. “Confidential Information” includes, but is not limited to, designs, inventions, specifications, techniques, models, data, source code or object code, trade secrets, know-how and information relating to the technology, customers, business plans, promotional and marketing activities, pricing policies, finances and other business affairs of the Disclosing Party.
- 1.2 **Exclusions.** “Confidential Information” does not include any information which the Receiving Party can demonstrate: (1) was, at the time of disclosure, generally available to the public, or became generally available to the public after the disclosure, through no fault of the Receiving Party; (2) was, at the time of disclosure, known to the Receiving Party and not subject to an existing agreement of confidentiality between the parties; (3) is furnished by the Disclosing Party to third parties without restriction; (4) is furnished to the Receiving Party by a third party who legally obtained said information and the right to disclose it; (5) is approved for release by written authorization of the Disclosing Party; or (vi) is developed independently by the Receiving Party where the Receiving Party can document such independent development.
- 1.3 “**Confidential Materials**” means all tangible materials containing Confidential Information, including but not limited to, drawings, schematics, written or printed documents, computer disks, tapes, and compact disks, whether machine or user readable.
- 1.4 Any information which falls within the definitions of Confidential Information or Confidential Materials, and which was disclosed or provided to the Receiving Party by the Disclosing Party or an agent of the Disclosing Party prior to the Receiving Party’s signing of this Agreement will be deemed to be included in and covered by the terms and conditions of this Agreement.

2. Restrictions.

- 2.1 The Receiving Party shall: (1) hold all Confidential Information and Confidential Materials in confidence; (2) use the Confidential Information and Confidential Materials only for the purpose for which they are disclosed; (3) reproduce the Confidential Information and Confidential Materials only to the extent necessary for such purpose (and include in any such reproductions any confidential or proprietary markings displayed on the original Confidential Materials); and (4) not disclose the Confidential Information or Confidential Materials to any third party without the Disclosing Party’s prior written consent.
- 2.2 The Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information and Confidential Materials.
- 2.3 The Receiving Party may disclose Confidential Information or Confidential Materials only to the Receiving Party’s employees, officers, legal counsel, or consultants (collectively, “**Representatives**”) on a need-to-know basis. The Receiving Party shall enter into appropriate written agreements with its Representatives sufficient to enable it to comply with all the provisions of this Agreement.
- 2.4 If the Receiving Party becomes legally obligated to disclose Confidential Information or Confidential Materials by any governmental entity with jurisdiction over it, the Receiving Party shall give the Disclosing Party prompt written notice sufficient to allow the Disclosing Party to seek a protective order or other appropriate remedy.
- 2.5 The Receiving Party shall segregate all Confidential Information and Confidential Materials from the confidential materials of others to prevent commingling.



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2.6 The Receiving Party shall not reverse engineer, decompile, or disassemble any Confidential Information or Confidential Materials without the prior written consent of the Disclosing Party.

3. Rights and Remedies.

3.1 The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of the Confidential Information or Confidential Materials, or any other breach of this Agreement by the Receiving Party, and shall reasonably cooperate with the Disclosing Party to help the Disclosing Party regain possession of the Confidential Information or Confidential Materials and prevent its further unauthorized use.

3.2 All Confidential Information and Confidential Materials will remain the sole and exclusive property of the Disclosing Party. Upon written demand by the Disclosing Party, the Receiving Party shall: (1) cease using the Confidential Information and Confidential Materials; (2) return the Confidential Information and Confidential Materials and all originals, copies, reproductions, and summaries of Confidential Information and Confidential Materials to the Disclosing Party within seven (7) days of receipt of demand; and (3) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

3.3 The Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information or Confidential Materials and that the Disclosing Party will be entitled, without waiving any other rights or remedies and without the necessity of posting a bond, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Miscellaneous.

4.1 Nothing contained in this Agreement will be construed: (1) as requiring either party to disclose to the other party any particular information; (2) as granting to the Receiving Party a licence, either express or implied, under any patent, copyright, trade secret, or other intellectual property right, now or hereafter owned, obtained or licensed by the Disclosing Party; (3) as requiring either party to enter into a subsequent agreement or business relationship, or acquiring any product or services; (4) as a representation or warranty as to the accuracy, completeness, or reliability of the Confidential Information or Confidential Materials; or (5) as limiting either party's right to independently develop or acquire products without use of the other party's Confidential Information or Confidential Materials.

4.2 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and may be amended or modified only by a written agreement signed by both parties.

4.3 None of the provisions of this Agreement will be deemed to have been waived by any act or acquiescence on the part of the Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of the Disclosing Party. No waiver of any provision of this Agreement will constitute a waiver of any other provision or of the same provision on another occasion. Failure of the Disclosing Party to enforce any provision of this Agreement will not constitute waiver of such provision or any other provisions of this Agreement.

4.4 Neither party may assign this Agreement or any rights or obligations without the prior written consent of the other party, except that in the event that more than fifty percent (50%) of the capital stock of either party is acquired by any person or entity, the other party's consent will not be required for an assignment of this Agreement to such person or entity. Any purported assignment in violation of this Section is void.

4.5 The laws of the State of Delaware and the applicable laws of the United States (without giving effect to any conflicts of laws principles in either case) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including without limitation, its interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring such legal action or proceeding in the courts of the State of Delaware. Each party waives, to the fullest extent permitted by law: (1) any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any court in the State of Delaware; and (2) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. In the event of any legal action or proceeding arising out of or relating to this Agreement, the prevailing party will be entitled to an award of reasonable attorney fees and costs.

4.6 If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. Should any of the obligations of this Agreement be found illegal or unenforceable as being too broad with respect to duration, scope or subject matter thereof, such obligations will be deemed and construed to be reduced to the maximum duration, scope or subject matter allowable by law.



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- 4.7 This Agreement will inure to the benefit of and be binding upon the parties' successors, heirs, and permitted assigns.
4.8 All obligations created by this Agreement will survive change or termination of the parties' business relationship.
4.9 This Agreement may be executed in any number of counterparts (either originally or electronically), each of which when so executed will be deemed to be an original and all of which when taken together will constitute one and the same agreement.

The parties hereto have executed this Agreement by way of their respective authorized representatives as of the Effective Date above.

TAVIO

(Company Name)

By its authorized signatory:

By its authorized signatory:

Signature: _____

Signature: _____

Name:

Name:

Title:

Title:

Date:

Date: