

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“**Agreement**”) is entered into as of \_\_\_\_\_ (the “**Effective Date**”) between \_\_\_\_\_ (name) and **Standard Clouds, Inc.** sets forth the terms and conditions governing the disclosure of certain information between the parties.

Whereas,

1. The parties may discuss mutually beneficial opportunities
2. The parties may disclose certain Confidential Information regarding themselves and their business partners during such discussions.
3. The parties understand that such disclosures are made only for the specific purpose of potentially entering into a mutually beneficial business relationship.

Therefore, the parties agree as follows:

### 1. SCOPE OF CONFIDENTIAL INFORMATION.

“**Confidential Information**” means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, business plans, products, services, clients, potential clients, client lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or documents and other information relating to the business or prospects of the Discloser of any nature whatsoever, whether in tangible or intangible form. The party disclosing Confidential Information is the “**Discloser**” and the party receiving Confidential Information is the “**Recipient.**”

Confidential Information includes information that:

- a. Is disclosed by the Discloser to the Recipient and is marked or otherwise identified as confidential when disclosed by the Discloser in written, electronic, computer, or digital media form, or,
- b. Is disclosed orally and is identified as confidential at the time of the oral disclosure, or
- b. Is obtained by the Recipient through observation or examination of any of the foregoing types of Confidential Information.

### 2. EXCLUSIONS.

Confidential Information does not include any information that the Recipient can demonstrate:

- a. Was in the Recipient’s possession without a confidentiality restriction prior to disclosure by Discloser;

- b. Was generally known in the trade or business in which Discloser is involved at time of disclosure to Recipient hereunder, or becomes so generally known after such disclosure, through no act of Recipient;
- c. Has come into the possession of Recipient without a confidentiality restriction on such information; or
- d. Was developed by Recipient independently of and without reference to Confidential Information. If a particular portion or aspect of Confidential Information becomes subject to any of the foregoing exceptions, all other portions of such Confidential Information shall remain subject to all of the provisions of this Agreement.

### **3. RECIPIENT'S OBLIGATIONS.**

#### **A. NO USE AND NO DISCLOSURE.**

Recipient will not, during the term of this Agreement, (i) use the Confidential Information for any purpose whatsoever other than that of this Agreement, or (ii) disclose the Confidential Information to any third party. Recipient also agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information, including, but not limited to, having each of Recipient's employees, agents, or service providers with access to any Confidential Information execute a nondisclosure agreement containing provisions in Discloser's favor substantially similar to those of Sections 1, 2, 3 and 5 of this Agreement. Without the Discloser's prior written approval, Recipient will not directly or indirectly disclose to anyone the existence of this Agreement.

#### **B. NO SELF-INTERESTED USE.**

Recipient shall not at any time use the Confidential Information for its own benefit unless Discloser gives prior written authorization.

#### **C. NO REPRODUCTION.**

Recipient agrees not to reproduce or copy by any means Confidential Information, except as reasonably required to promote the subject matter of this Agreement. Upon termination of this Agreement, Recipient's right to use Confidential Information shall immediately terminate. In addition, upon demand by Discloser at any time, Recipient shall return promptly to Discloser or destroy, at Discloser's option, all tangible materials that disclose or embody Confidential Information.

#### **D. PRESERVATION OF LEGEND.**

Recipient shall not remove any proprietary rights legend, including trademark, copyright, logo, or other symbols indicating ownership or source of origin, from any embodiment of Confidential Information.

**4. COMPELLED DISCLOSURE.**

In the event that Recipient is ordered to disclose Discloser's Confidential Information pursuant to a judicial or governmental request, requirement or order, Recipient shall promptly notify Discloser and take reasonable steps to assist Discloser in contesting such request, requirement, or order or otherwise in protecting Discloser's rights prior to disclosure of Confidential Information.

**5. NO LICENSE OR RIGHTS.**

Except as expressly specified herein, Discloser grants no licenses or rights to Recipient to use or reproduce Confidential Information.

**6. TERM.**

Except as expressly permitted herein, for a period of Three (3) years from the Effective Date (the "**Nondisclosure Period**") Recipient shall not disclose or distribute Confidential Information.

**7. GOVERNING LAW.**

This Agreement shall be governed by and interpreted according to the laws of the State of California, Los Angeles County, and no other.

**8. ARBITRATION.**

All disputes or claims arising under this Agreement that cannot be settled amicably shall be submitted to a mediation or arbitration service in Los Angeles County, California. The parties agree to submit to the jurisdiction for the purposes of enforcing this arbitration. Any costs of mediation services will be shared by the parties.

**9. ENTIRE AGREEMENT.**

This Agreement expresses the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements, commitments and understandings pertaining to the subject matter hereof. Any modifications of or changes to this Agreement shall be in writing and signed by both parties.

The parties stipulate that electronic versions of documents and e-mail shall constitute written notice. The parties reserve the right to change their contact person and information, and shall notify the other party in such event.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Non-Disclosure Agreement as of the date first written above.

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**AJ Esmailzadeh**

Standard Clouds, Inc.  
5461 West Jefferson Blvd  
Los Angeles, CA 90016  
Tel: 323-904-0204  
Fax: 323-904-0205  
Cell: 310-597-9696

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**Name:**

**Company:**

**Address:**

**Tel:**

**Fax:**

**Mobile:**

**Email:**

**Website:**