***NON DISCLOSURE AGREEMENT***

This Non Disclosure Agreement (this “Agreement”) is made effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between **Tetraplex Inc. and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .**

In this Agreement, the party who owns the Confidential Information will be referred to as “Information Owner” and the party to whom the Confidential Information will be disclosed will be referred to as “Recipient”.

Information Owner is engaged in Developing Web, Mobile, and Desktop Applications as well as Data Science Applications. Recipient is engaged in a subset of Web, Mobile, Desktop and/or Data Science Applications. Information will be disclosed to the Recipient as an Employee or Subcontractor who will be assisting the Information Owner in developing the applications. Information Owner has requested that the Recipient will protect the confidential material and information which may be disclosed between Information Owner and Recipient. Therefore, the parties agree as follows:

1. **CONFIDENIAL INFORMATION.** The term “Confidential Information” means any information or material which is proprietary to Information Owner, whether or not owned or developed by Information Owner, which is not generally known other than by Information Owner, and which Recipient may obtain through any direct or indirect contact with Information Owner.
2. Confidential Information includes without limitation.

* business records and plans
* customer lists and records
* trade secrets
* technical information
* products
* user account passwords and information (yours and others)
* API keys and access tokens (not limited to those used to access third party services that may incur service fees but especially those)

and other proprietary information

1. **PROTECTION OF CONFIDENTIAL INFORMATION.**  Recipient understands and acknowledges that the Confidential Information has been developed or obtained by Information Owner by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of Information Owner which provides Information Owner with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, Recipient agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of Information Owner. In addition, Recipient agrees that:
2. *Application to Employees*. Further, Recipient shall not disclose any Confidential Information to any employees of Recipient (only if applicable), except those employees who are required to have the Confidential Information on order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non- disclosure agreement substantially the same as this Agreement at the request of Information Owner.
3. *Unauthorized Disclosure of Information.* If it appears that Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Information Owner shall be entitled to an injunction to restrain Recipient from disclosing, in whole or part, the Confidential Information. Information Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.
4. **RETURN OF CONFIDENTIAL INFORMATION.**  Upon the written request of Information Owner, Recipient shall return to Information Owner all written materials containing the Confidential Information and delete all the soft copies of the said materials in their personal possession in whatever file or data format of the Confidential Information. Recipient shall also deliver to Information Owner certifying that all original materials have been returned and all other soft and hard copies of the documents in their personal possession have been destroyed or deleted except for those that exist in the official corporate file and data servers of which access to by the Recipient shall be promptly revoked by the Information Owner as part of corporate policy for information security.
5. **RELATIONSHIP OF PARTIES.**  Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using pr incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.
6. **NO WARRANTY.**  Recipient acknowledges and agrees that the Confidential Information is provided on an AS IS basis. Information Owner MAKES NO WARRANTIES EXPRESSED OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL Information Owner BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF THE Confidential Information. Information Owner does not represent or warrant that any product of business plans disclosed to Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of Recipient.
7. **LIMITED LICENSE TO USE.** Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Recipient acknowledges that, as between Information Owner and Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Information Owner, even if suggestions, comments and/or ideas made by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.
8. **GENERAL PROVISIONS.**  This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the City of \_\_\_\_\_\_\_\_. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

Information Owner:

Tetraplex Inc.

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name]

[Position]

Recipient:

[Name of Employee or Contractor]

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name of Employee]

[Position]