

JUBIAUDIO, LLC.

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the “*Agreement*”), is made effective as of [October 26, 2016] (the “*Effective Date*”) by and between JUBIAUDIO, LLC, a Nevada corporation (the “*Disclosing Party*”), and Kevin Rajan [NAME], a Illinois [STATE OF RESIDENCY] (the “*Receiving Party*”) to assure the protection and preservation of the confidential and/or proprietary nature of information to be disclosed or made available to each other in connection with certain negotiations or discussions between the parties, for the purpose of evaluating a potential business relationship between the parties hereto (the “*Permitted Use*”), and will not, directly or indirectly, be used for any other purpose whatsoever.

WHEREAS, the parties desire to assure the confidential status of the information which may be disclosed to each other;

NOW THEREFORE, in reliance upon and in consideration of the following undertakings, and for other good and valuable consideration, the parties agree as follows:

1. Subject to the limitations set forth in Section 2, all information disclosed by the Disclosing Party, whether in oral, written, graphic or electronic form shall be “*Confidential Information*.” In particular, Confidential Information of a party includes, without limitation, patents, patent applications, copyrights, trademarks, trademark applications, trade secret information and other proprietary rights and other works of authorship, ideas, assays, samples of materials, experimental work, techniques, sketches, drawings, know-how, formulae, processes, apparatuses, equipment, laboratory data and results, laboratory notebooks and documents, hardware and software designs, architecture and schematics, workflow processes, project process development plans or methodologies, computer source code or object code, algorithms, user interfaces, database development work, hardware types and configurations, investor lists, contractual relationships, customer lists, supplier lists, personnel information, marketing plans, financial projections, pricing information, business plans, business methods or other financial records of the Disclosing Party and non-public regulatory filings.

2. The term “*Confidential Information*” does not include information which the Receiving Party can demonstrate by written records: (a) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available in the public domain; (b) is in the possession of or known by the Receiving Party prior to its disclosure hereunder; (c) is made available to the Receiving Party by a third party, as a matter of right and without restriction on disclosure; (d) is independently developed by the Receiving Party without the use of any Confidential Information or any breach of this Agreement; or (e) is the subject of a written permission to disclose provided by the Disclosing Party.

3. The Receiving Party shall maintain all Confidential Information of the Disclosing Party in strict trust and confidence and shall not disclose any such Confidential Information to any third party or use any such Confidential Information for any purpose other than the

Permitted Use. In particular, the Receiving Party shall not file any patent application containing any claim to the subject matter of which is derived from the Disclosing Party's Confidential Information. The Receiving Party may use such Confidential Information only to the extent required to accomplish the Permitted Use and for no other purpose. The Receiving Party shall not use Confidential Information for any purpose or in any manner which would constitute a violation of any laws or regulations, including without limitation the export control laws of the United States. The Receiving Party shall not reverse engineer, decompile or disassemble any software, equipment, or hardware disclosed to the Receiving Party under the terms of this Agreement. No rights or licenses to trademarks, inventions, copyrights, patents or any other intellectual property rights are implied or granted under this Agreement. Nothing in this Agreement grants the right to retain, distribute or commercialize any Confidential Information belonging to the Disclosing Party. The Receiving Party hereby agrees that it will not in any way attempt to obtain, either directly or indirectly, any information regarding any Confidential Information of the Disclosing Party from any third party who has been employed by, provided consulting services to, or received in confidence information from, the Disclosing Party.

4. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement.

5. The parties under this Agreement will protect the Confidential Information received with the same degree of care used to protect their own Confidential Information from unauthorized use or disclosure. Both parties shall advise their officers, employees, agents, independent contractors and affiliates who might have access to Confidential Information of the confidential nature thereof. The parties under this Agreement agree that their officers, employees, agents, independent contractors and affiliates shall be bound by the terms of this Agreement. No Confidential Information shall be disclosed by the Receiving Party to any officer, employee, agent, independent contractor or affiliate who does not have a need for such information. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party to any third party without the Disclosing Party's prior written consent. The Receiving Party will immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Confidential Information.

6. All Confidential Information (including all copies thereof) shall remain at all times the property of the Disclosing Party, and no property rights, license or other rights to Confidential Information is granted or implied hereby. Neither this Agreement nor the disclosure of any Confidential Information hereunder will result in any obligation on the part of the Disclosing Party to enter into any further agreement with the Receiving Party, license or provide any products or services to the Receiving Party, or to require the Disclosing Party to disclose any particular Confidential Information. Nothing in this Agreement creates or shall be deemed to create any employment, joint venture, or agency between the parties. The Receiving Party shall, after the Receiving Party's need for it has expired or upon the earlier request of the Disclosing Party or the earlier completion or termination of this Agreement, either (i) reasonably promptly destroy all Confidential Information of the Disclosing Party on any tangible medium (except in the case of electronically stored Confidential Information where the Receiving Party shall use commercially reasonable efforts to destroy such Confidential Information) and confirm such destruction (or commercially reasonable efforts) to the Disclosing Party in writing, or (ii) reasonably promptly deliver to the Disclosing Party all tangible media containing Confidential

Information of the Disclosing Party. Notwithstanding anything to the contrary herein and subject to the confidentiality provisions of this Agreement, the Receiving Party may retain on a confidential basis any portion of the Confidential Information of the Disclosing Party that the Receiving Party is required to retain or, in the case of Confidential Information provided in electronic format, that is automatically saved, in each case exclusively in order to comply with legal or regulatory requirements, provided such Confidential Information so retained shall be retained and used only for such compliance purposes (and otherwise in compliance with the terms of this Agreement).

7. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information shall not be precluded if such disclosure:

(a) is required by a valid order of a court or other governmental body having jurisdiction; *provided, however*, that the Receiving Party shall provide advance notice to the Disclosing Party hereto where practicable and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued;

(b) is, in the opinion of the Receiving Party's counsel, required by law or regulation; provided that the Receiving Party shall give notice to the Disclosing Party and shall make a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required or to seek other confidential treatment of such information; or

(c) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

8. This Agreement shall become effective as of the Effective Date and terminate automatically at the conclusion of the parties' discussions regarding a formal business relationship or, if formalized, upon consummation of the parties' formal business relationship; provided, however, that termination or expiration of this Agreement shall not relieve the Receiving Party of any of the obligations set forth in this Agreement with respect to the Disclosing Party's Confidential Information.

9. THE DISCLOSING PARTY IS PROVIDING CONFIDENTIAL INFORMATION ON AN "AS IS" BASIS FOR USE BY THE RECEIVING PARTY AT ITS OWN RISK. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

10. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice must be in writing and shall be deemed given (i) upon personal delivery to the appropriate address, (ii) upon delivery by facsimile transmission with receipt confirmed, (iii) upon delivery by eMail with receipt confirmed, (iv) if sent by certified or registered mail,

postage prepaid, three (3) days after the date of mailing, or (v) if sent by overnight courier, the next business day such courier regularly makes deliveries and with signed receipt.

11. This Agreement shall be governed by and construed and take effect as a sealed instrument in accordance with the laws of the State of Nevada governing such agreements, without regard to conflicts-of-law principles thereof. Each party hereby expressly consents to the personal jurisdiction and venue in the state and federal courts located in Clark County, Nevada for any lawsuit filed there against such party arising from or related to this Agreement.

12. The parties hereby acknowledge and agree that in the event of any breach of this Agreement by the Receiving Party, including, without limitation, the actual or threatened disclosure or unauthorized use of Confidential Information without the prior express written consent of the Disclosing Party, the Disclosing Party would suffer an irreparable injury such that no remedy at law would adequately protect or appropriately compensate the Disclosing Party for such injury. Accordingly, the parties agree that the Disclosing Party will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Disclosing Party may have for a breach of this Agreement.

13. This Agreement (including any exhibits hereto) contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to said subject matter. This Agreement may not be changed, modified, waived, amended or supplemented except by a written instrument signed by both parties.

14. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed and all remaining provisions shall continue in full force and effect.

15. The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns. The Receiving Party is not entitled to assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of the Disclosing Party. Any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

16. The waiver from time to time by the Disclosing Party of any of its rights or the failure of the Disclosing Party to exercise any remedy will not operate or be construed as a continuing waiver of same or of any other rights or remedies provided in this Agreement.

17. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

18. Receiving Party agrees not to export, directly or indirectly, any U.S. source technical data acquired from the Disclosing Party or any products utilizing such data to countries outside the United States, which export may be in violation of the United States export laws or regulations.

19. The parties hereto confirm their agreement that this Agreement, as well as any amendment hereto and all other documents related hereto, including legal notices, shall be in the English language only.

20. If any dispute arises between the parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing party in such proceeding will be entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

21. This Agreement shall equally apply to any subsidiary or affiliate of the Receiving Party.

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

AGREED TO:

STEVEN WANG

By: _____

Name: Steven Wang, CEO
JubiAudio, LLC.

Address:
10659 Fairfield ave
Las Vegas, NV 89183

AGREED TO:

Kevin Rajan

By: _____


Name: **Kevin Rajan**

Address:

4059 Juneberry Road, Naperville IL 60564