**MUTUAL NONDISCLOSURE AGREEMENT**

**THIS AGREEMENT** is made on \_\_\_\_\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,   
a California corporation (the "Company") and Trivadi Inc. (\_\_\_\_\_\_\_\_\_) ("Consultant").

**1.** **Purpose.** The Company and Consultant have a consulting relationship under which each may disclose its Confidential Informa­tion to the other.

**2.** **Definition.** "Confidential Information" means any informa­tion, technical data, or know-how, including, but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes, employee lists, designs, drawings, engineering, marketing or finances, which Confidential Information is desig­nated in writing to be confidential or proprie­tary, or if given orally, is indicated orally at the time of disclosure as having been disclosed as confidential or proprietary. Confiden­tial Informa­tion does not include information, technical data or know-how which (i) is in the possession of the receiving party at the time of dis­closure as shown by the receiving party's files and records immedi­ately prior to the time of disclosure; or (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party, or (iii) is approved for release by the disclosing party.

**3.** **Non-Disclosure of Confidential Information by the Company.** The Company agrees not to disclose the Confidential Information of the Consultant to third parties or to the Company's employees except employees who are required to have the information in order to carry out the Company's business. The Company has had or will have employees to whom Confidential Information of the Consultant is disclosed sign the Company's standard non-dis­closure agreement. The Company agrees that it will take all reasonable steps to protect the secrecy of and avoid disclosure or misuse of Confidential Information of the Consultant in order to prevent it from falling into the public domain or the possession of unauthorized persons. The Company agrees to notify the Consultant in writing of any misuse or misappropriation of such Confidential Information by the Company or its employees which may come to its attention.

**4.** **Non-Disclosure of Confidential Information by the Consultant**

**a.** Consultant will not, during or subsequent to the term of this Agreement, use the Company's Confidential Information for any purpose whatsoever other than the performance of Consultant's services on behalf of the Company or disclose the Company's Confidential Information to any third party, and it is understood that said Confidential Information shall remain the sole property of the Company. Consultant further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information.

**b.** Consultant recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees that Consultant owes the Company and such third parties, during the term of this Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out Consultant's services for the Company consistent with the Company's agreement with such third party.

**c.** Consultant agrees that all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets pertaining to the design and performance of the Company's technology (collectively, "Inventions") conceived, made or discovered by Consultant, solely or in collaboration with others, during the period of this Agreement which relate in any manner to the business of the Company that Consultant may be directed to undertake, investigate or experiment with, or which Consultant may become associated with in work, investigation or experimentation in the line of business of Company in performing Consultant's services hereunder, are the sole property of the Company. In addition, any Inventions which constitute copyrightable subject matter shall be considered "works made for hire" as that term is defined in the United States Copyright Act. Consultant further agrees to assign (or cause to be assigned) and does hereby assign fully to the Company all such Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. If unrelated to the design or performance of the Company's technology, any copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, made or discovered by Consultant, solely or in collaboration with others, during the period of this Agreement, shall not be property of the Company.

**d.** Consultant agrees to assist Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Consultant further agrees that Consultant's obligation to execute or cause to be executed, when it is in Consultant's power to do so, any such instrument or papers shall continue after the termination of this Agreement.

**e.** Consultant agrees that if in the course of performing Consultant's services, Consultant incorporates into any Invention developed hereunder any invention, improvement, development, concept, discovery or other proprietary information owned by Consultant or in which Consultant has an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Invention.

**f.** Consultant agrees that if the Company is unable because of Consultant's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Consultant's signature to apply for or to pursue any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company above, then Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agent and attorney in fact, to act for and in Consultant's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright and mask work registrations thereon with the same legal force and effect as if executed by Consultant.

**5.** **Return of Materials.** Any materials or documents which have been furnished by one party to the other will be promptly returned, accompanied by all copies of such documentation after the consulting relationship has ended.

**6.** **Miscellaneous.** This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information may not be assigned without consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

**7.** **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of the State of California. The federal and state courts within the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

**8. Term.** This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Consultant, or five years have elapsed, whichever comes first.

**9.** **Remedies.** Each party agrees that its obligations here­under are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach of any covenant or agreement set forth herein. Accordingly, each party agrees and acknowledges that any such viola­tion or threatened violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be avail­able, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

**"COMPANY"** **“CONSULTANT"**

<COMPANY NAME>. <CONSULTANT NAME>.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CONSULTANT, TRIVADI INC.