
Your Arrow Electronics Inc. | Indiegogo NDA Agreement

2 messages

"Arrow Electronics, Inc." <connect@engage.arrow.com>

Reply-To: "Arrow Electronics, Inc." <connect@engage.arrow.com>

To: Vcgato29@gmail.com

Cc:

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INDIEGOGO

MUTUAL NON-DISCLOSURE AGREEMENT

This agreement is entered into this date (03/31/2018) by Victor Corral Inc., with its principal place of business, 6240 llanos ln., Apt B, and Arrow Electronics, Inc. with its principal place of business at [9201 E. Dry Creek Road, Centennial, CO 80112](#) and its affiliates and wholly owned subsidiaries ("Arrow"), in order to facilitate the parties' discussion of mutual interest, including but not limited to Arrow's review of Company's technology and bill of materials and Arrow's provision of design for manufacture, technological, and marketing support to Company (collectively, the "Purpose") pursuant to which both parties may provide confidential information to each other by establishing the terms governing the use and protection of Confidential Information (as defined below) that either party may disclose to the other. This agreement terminates three (3) years after the effective date above (the "Disclosing Period").

The parties agree as follows:

1. "Confidential Information" means information (including, without limitation, proprietary or confidential ideas, concepts or electronic architecture) that is transmitted or otherwise provided by or on behalf of either party to the other in connection with or as a result of the parties' discussions of the products or services or within the context of that relationship should it arise, and which should reasonably have been understood by the party receiving the information (the "Recipient") – because of legends or other markings, the circumstances of disclosure or the nature of the information itself – to be proprietary and/or confidential to the party disclosing it (the "Discloser"). Confidential Information may be disclosed in written or other tangible form (including on electronic media) or by oral, visual or other means. All Confidential Information is provided "as is." No party makes any warranties, express, implied or otherwise, regarding its accuracy or completeness.

2. Each party agrees to protect Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary

information of like importance, but in any case using no less than a reasonable degree of care. The Recipient may disclose Confidential Information received hereunder to those of its employees, directors, officers, subcontractors, representatives, agents, consultants, advisors, related entities, contract manufacturers, suppliers, and other third parties who have a need to access the Confidential Information in order to further the Purpose, and who are bound to protect the received Confidential Information from unauthorized use and disclosure under the terms of a written agreement. Confidential Information will not otherwise be disclosed without the prior written consent of the Discloser. Each party further agrees:

a) to use or copy (in whole or in part) Confidential Information only for the Purpose or as otherwise expressly permitted by this agreement; and

b) to reproduce and maintain on any copies of any Confidential Information such proprietary legends or notices as are contained in or on the original or as the Discloser may otherwise reasonably request.

3. The restrictions on use and disclosure of Confidential Information will not apply to information that:

a) was publicly known at the time of the Discloser's communication thereof to the Recipient or becomes publicly known thereafter through no fault of the Recipient;

b) was in the Recipient's possession free of any obligation of confidence at the time of the Discloser's communication thereof to the Recipient; or

c) is identified by the Discloser as no longer proprietary or confidential.

4. In the event the Recipient is required by law, regulation or court order to disclose any of the Discloser's Confidential Information, the Recipient will promptly notify the Discloser in writing prior to making any such disclosure in order to facilitate the Discloser seeking a protective order or other appropriate remedy from the proper authority. The Recipient agrees to cooperate with the Discloser in seeking such order or other remedy. The Recipient further agrees that if the Discloser is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

5. All Confidential Information disclosed under this agreement (including information in computer software or held in electronic storage media) will be and remain the property of the Discloser. No license under any trade secrets, copyrights, or other rights is granted by this agreement or any disclosures of Confidential Information hereunder. All such information in any computer memory or data storage apparatus will be erased or destroyed and all such information in tangible form will be destroyed or returned to the Discloser (except those copies maintained for system archival purposes), promptly upon the written request of the Discloser and will not thereafter be retained in any form by the Recipient.

6. This agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such

relationship or entity. Each party will act as an independent contractor and not as an agent of the other party for any purpose, and neither party will have the authority to bind the other, unless otherwise agreed by the parties in writing (other than this Mutual Non-disclosure Agreement).

7. The parties acknowledge that their respective Confidential Information is unique and valuable, and that breach by either party of the obligations of this agreement regarding Confidential Information and intellectual property rights will result in irreparable injury to the affected party for which monetary damages alone would not be an adequate remedy. Therefore, the parties agree that in the event of a breach or threatened breach of such provisions, the affected party will be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief will be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

8. This agreement will be construed and enforced in accordance with the laws of the State of New York other than the laws thereof that would require reference to the laws of any other jurisdiction.

9. The respective rights and obligations provided in this agreement will bind and inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

10. This agreement constitutes the entire understanding of the parties, and supersedes all prior or contemporaneous written and oral agreements, representations or negotiations with respect to the subject matter hereof. This agreement may not be modified or amended except in writing signed by both parties. If any provision of this agreement is deemed invalid, the remainder of this agreement will be valid and enforceable to the maximum extent possible. The parties have executed this Mutual Non-disclosure Agreement by their authorized representatives as of the date set forth above. Each party has a continuing obligation to maintain the confidentiality of the Discloser's Confidential Information for a period of three (3) years after the disclosure of such information.

11. The parties agree that this agreement may be electronically signed. The parties agree that any electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

First and Last Name

Victor Corral

Title

Mr.

Company Name

Victor Corral Inc.

Corporate Address

6240 Ilanos In., Apt B

Date

03/31/2018

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Centennial, CO 80112
1 (303) 824-4000

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Victor Corral <vcgato29@gmail.com>

Reply-To: vcgato29@gmail.com

To: "Arrow Electronics, Inc." <connect@engage.arrow.com>

Cc:

I am building the X systems and need a pc with at least an 8 core and 16 gigs internal memory with at least a terabyte keep in mind all storage limits will be dropping once quantum leaping through the cluster of X-Boxes in which are running all my modules as OSs. For instance one Xbox perlOS, one xbox pythonOS, 1 Xbox Nomadic.... not sure how many modules\ Xboxes 3 playstations One Playstation DyneBolic, One PureDyne Colinder one pure dyne Carrots Im the Crazy Chef, And My Pesonal Favorit a set Of Magic Swap Discs not to mention a few arduino board And Android Tablet And an old Iphone 2G 3G for Apple Font Takeover as Well. Not sure what the other Oracle exemption is for though but might be wrong on some and not possible it will work but definitely never been tried

On Sun, Apr 1, 2018, 10:12 PM Arrow Electronics, Inc. <connect@engage.arrow.com> wrote:

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2. Each party agrees to protect Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. The Recipient may disclose Confidential Information received hereunder to those of its employees, directors, officers, subcontractors, representatives, agents, consultants, advisors, related entities, contract manufacturers, suppliers, and other third parties who have a need to access the Confidential Information in order to further the Purpose, and who are bound to protect the received Confidential Information from unauthorized use and disclosure under the terms of a written agreement. Confidential Information will not otherwise be disclosed without the prior written consent of the Discloser. Each party further agrees:

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