

MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT is made this March 18, 2015 by and between TAEUS Corporation, a Delaware corporation (TAEUS) with offices at 1155 Kelly Johnson Blvd, Suite 400, Colorado Springs, Colorado, 80920 and Syndicated Patent Acquisitions Corporation (SynPat), a company with offices at One Market Street, Spear Tower, 35th Floor, San Francisco, CA 94105, here after referred to as the “**Company**”.

WHEREAS, the **Company** and TAEUS may provide each other with certain of its confidential and proprietary information in order to evaluate the possibility of entering into a business arrangement relating to patents, patent licensing and other business (the “Subject Matter”); and

WHEREAS, the parties are willing to provide such confidential and proprietary information to each other, upon the terms and conditions set forth under this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TAEUS and **Company** hereby agree to treat as confidential any and all information, whether in written, oral or other tangible or intangible form, provided by the other party hereunder, which information is (i) in tangible form and marked or designated in writing in a manner to indicate it is confidential or a trade secret; or (ii) in intangible form and of such a nature that a reasonable person would understand to be confidential or a trade secret (“Confidential Information”). For purposes of this Agreement, Confidential Information shall include financials, strategic information, marketing materials, employment materials, intellectual property, methodologies, contracts, and the terms and conditions of this Agreement hereunder, along with any and all other information provided hereunder, to the extent satisfying the foregoing definition.
2. For purposes of this Agreement, Confidential Information shall not include any information that the receiving party hereunder can demonstrate by written evidence:
 - i. Was lawfully known to the receiving party prior to disclosure by the disclosing party;
 - ii. Is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party or its employees or advisors;
 - iii. Is made known to the receiving party by a third person who is not subject to any confidentiality obligation and does not impose any confidentiality obligation on the receiving party with respect to such information;
 - iv. Is approved for disclosure by prior written consent of the disclosing party;

TAEUS Corporation

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- v. Is independently developed by personnel of the receiving party without reference to the Confidential Information.
 - vi. Is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order, whereupon the receiving party shall provide written notice to the disclosing party prior to such disclosure; or
 - vii. Was an oral disclosure not confirmed in writing as Confidential Information within 30 days of the initial disclosure.
3. The **Company** and TAEUS agree:
- i. To use the Confidential Information only in connection with the Subject Matter;
 - ii. To maintain the Confidential Information of the other party in confidence and not to disclose any such Confidential Information to any third parties, except for its employees and advisors who are bound by obligations of confidentiality and non-use substantially the same as those set forth herein; and
 - iii. To treat the Confidential Information of the other party in a commercially reasonable manner and with at least the same degree of care as it accords to its own Confidential Information.
4. Upon the disclosing party's request, the receiving party shall immediately destroy or return to the disclosing party any and all of the disclosing party's Confidential Information and all documents, data, drawings, materials or writings containing any Confidential Information, along with any copies and photocopies thereof; provided however that the receiving party shall be entitled to maintain one copy of all such Confidential Information in a secure location for archival purposes subject to the confidentiality obligations hereunder.
5. Each party hereunder understands and acknowledges that any breach or threatened breach by such party of any of the terms of this Agreement may result in irreparable injury and damage to the other party disclosing the Confidential Information hereunder which may not be adequately compensated in money damages, that such other party may have no adequate remedy at law for any such breach, and that, in addition to any other legal remedies which may be available to such other party, such other party shall be entitled to seek such equitable relief as may be necessary to protect it against any such breach or threatened breach, including, without limitation, injunctive relief. In addition, such other party may recover any provable damages it may incur as a result of such breach or threatened breach.
6. The obligations of this Agreement shall cease and terminate three (3) years from the effective date of this Agreement first written above, unless mutually agreed to in writing.
7. This Agreement constitutes the complete understanding of the parties hereto on the subject matter hereof and may not be modified, amended or altered unless in writing signed by duly authorized representatives of the parties hereto.

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8. In the event that any provision of this Agreement, or any part of any such provision, should be deemed to exceed limitations permitted by applicable law, then such court or other trier of fact shall modify such provision or part thereof to the maximum scope, time and/or geographic limitations permitted by applicable law.
9. Nothing contained in this Agreement shall be construed, by implication or otherwise, as an obligation of either party hereto into any further agreement with the other.
10. At any time during the term of this agreement and three years after expiration of this agreement, it is expressly agreed that the identities of any individual or entity and any other third parties (including, without limitation, suppliers, customers, financial sources, manufacturers and consultants) discussed and made available by TAEUS in respect of the Purpose and any related business opportunity shall constitute Confidential Information and the **Contractor** or any group company or associated entity or individual shall not (without the prior written consent of, or having entered into a commission agreement with TAEUS):
 - (i) directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by TAEUS; or
 - (ii) seek to by-pass, compete, avoid or circumvent TAEUS from any business opportunity that relates to the Purpose by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.
11. This Agreement shall be construed under the laws of the State of Colorado. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the date first written above.

TAEUS CORPORATION

COMPANY: Syndicated Patent Acquisitions Corporation

By: _____

By: _____

Name: Jon Duncan

Name: _____

Title: President

Title: _____

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