

This nondisclosure agreement ("NDA") is made and entered into as of the date of acceptance (the "**Effective Date**") between Ironclad, Inc. ("**Ironclad**"), and the individual accepting this agreement ("**You**").

**Purpose.** The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, Ironclad may disclose to you certain confidential technical and business information that the Ironclad desires the you to treat as confidential (the "**Purpose**").

**"Confidential Information"** (a) means information disclosed by Ironclad to the you under this Agreement that is marked confidential or proprietary or would reasonably be considered confidential under the circumstances; and (b) excludes any information that (i) is or becomes public, through no fault of your own; (ii) was rightfully acquired by or already known to you without an existing confidentiality obligation; or (iii) is independently developed by you without use of the Confidential Information.

**Non-use and Nondisclosure.** You will only use the Confidential Information for the Purpose. You will not disclose the Confidential Information to third parties. You may disclose the other party's Confidential Information if required by law so long as you give Ironclad prompt written notice (to the extent permitted by law) of the requirement prior to the disclosure and assistance in obtaining an order protecting the information from public disclosure. You will not reverse engineer, disassemble, or decompile any prototypes, software, samples or other tangible objects that embody the Confidential Information.

**Maintenance of Confidentiality.** You will take reasonable measures to protect the secrecy of and avoid disclosure and/or unauthorized use of the Confidential Information. You shall promptly notify Ironclad of any actual or suspected unauthorized use or disclosure of the Confidential Information.

**No Obligation.** Nothing in this NDA will obligate either party to proceed with any transaction between them or contemplated by this NDA.

**No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." IRONCLAD MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF ITS CONFIDENTIAL INFORMATION, OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OTHERWISE.

**Return of Materials.** All documents and other tangible objects containing or representing Confidential Information and all copies of them will be and remain the property of Ironclad and shall be promptly returned to Ironclad or destroyed (with proof of such destruction), each upon Ironclad's written request.

**No License.** Nothing in this NDA is intended to grant you any rights in or to the Confidential Information, including without limitation, under any patent, copyright, or other intellectual property right of the other party.

**Term.** The term of this NDA shall start on the Effective Date and expire three years from that date. Either party may terminate this NDA at any time for any reason. However, your confidentiality obligations shall survive for three years from the date of actual disclosure, in addition to any sections that by their nature should survive.

**Remedies.** Each party acknowledges that any violation or threatened violation of this NDA may cause irreparable injury to the Ironclad, entitling Ironclad to seek injunctive relief in addition to all legal remedies.

**Miscellaneous.** This NDA will bind and inure to the benefit of the parties and their successors and assigns. This NDA will be governed by the laws of the state of California, without reference to conflict of laws principles and the Courts of such state shall have exclusive jurisdiction. This document contains the entire agreement between the parties with respect to the subject matter of this NDA and supersedes all prior written and oral agreements between the parties regarding such subject matter. Neither party will have any

obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth in this NDA. Any failure to enforce any provision of this NDA will not constitute a waiver of that provision or of any other provision. This NDA may not be amended, nor any obligation waived, except by a writing signed by both parties.