

SQA Solution

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT ("Agreement") is entered into by and between, **SQA Solution**, a California Limited Liability Company ("COMPANY") and the undersigned ("RECIPIENT").

1. Confidential Information. For their mutual benefit the parties intend to discuss and disclose certain information relating to the matters identified on Schedule 1 attached, which may be amended from time to time by mutual agreement.

1.1. "Confidential Information" shall mean information including, without limitation, a formula, reagent, investigative method, algorithm, pattern, compilation, program, method, technique, idea, invention, process, data, design, source code, research plan, product development plan, marketing plan, business plan, business opportunity, customer or personnel list, or financial statement that: (a) derives independent economic value, actual or potential, for not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Confidential Information includes, but is not limited to, information disclosed in discussions between the parties. However, Confidential Information shall not include information that: (i) is now or subsequently becomes generally available to the public through no wrongful act or omission of RECIPIENT; (ii) RECIPIENT can demonstrate to have had rightfully in its possession prior to disclosure to RECIPIENT by DISCLOSER; (iii) is independently developed by RECIPIENT without use, directly or indirectly, of any Confidential Information; or (iv) RECIPIENT rightfully obtains from a third party who has the right to transfer or disclose it.

1.2. COMPANY shall designate Confidential Information as such prior to, during or immediately after disclosure. COMPANY shall mark the material manifestations of its Confidential Information as being confidential and proprietary so that RECIPIENT is aware that its receipt is governed by the terms of this Agreement. The foregoing notwithstanding, the terms of this Agreement also pertain to materials not so marked if COMPANY informs RECIPIENT of their confidential nature or if RECIPIENT otherwise knows or should reasonably be expected to know of their confidential nature.

2. Nondisclosure. Except as has been specifically authorized by the COMPANY in writing, the RECIPIENT shall not reproduce, use, distribute, disclose or otherwise disseminate the Confidential Information and shall not take any action causing, or fail to take any reasonable action necessary to prevent any Confidential Information disclosed to RECIPIENT pursuant to this Agreement to lose its character as Confidential Information. RECIPIENT shall not remove Confidential Information from the COMPANY or the location(s) designated by the COMPANY except as expressly permitted by the COMPANY. Upon termination of the discussions between the parties or evaluation contemplated between the parties or upon request by the COMPANY, the RECIPIENT shall promptly deliver to the COMPANY or destroy all Confidential Information and all embodiments thereof then in its custody, control or possession and shall deliver within 5 days after such termination or request a written statement to COMPANY certifying to such action.

3. Ownership. All Confidential Information shall remain the property of COMPANY and no license or other right to such information is granted or implied hereby. The Project and all Confidential Information developed in connection therewith shall be the sole and exclusive property of the COMPANY. In the event such Project or Confidential Information developed in connection therewith is deemed not to be the property of the COMPANY, RECIPIENT hereby assigns all rights thereto to the COMPANY and hereby agrees to sign all instruments reasonably necessary in the opinion of the COMPANY to eliminate any ambiguity as to ownership by the COMPANY.

4. Duties of RECIPIENT. RECIPIENT agrees that access to Confidential Information will be limited to those employees or other authorized representatives of RECIPIENT who: (a) need to know such Confidential Information in connection with their work on the Project; and (b) have signed agreements with the RECIPIENT obligating them to maintain the confidentiality of information disclosed to them and designated or defined as confidential. RECIPIENT further agrees to inform such employees or authorized representatives of the confidential nature of Confidential Information and agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by them.

5. Equitable Relief. RECIPIENT hereby acknowledges that unauthorized disclosure or use of

Confidential Information could cause great or irreparable injury to the COMPANY and that pecuniary compensation would not afford adequate relief or it would be extremely difficult to ascertain the amount of compensation which would afford adequate relief. Therefore, RECIPIENT agrees that COMPANY will have the right, without the necessity of posting a bond, to seek and obtain injunctive relief in addition to any other rights and remedies it may have.

6. No Export. RECIPIENT acknowledges that Confidential Information or other information disclosed in connection with the matters identified in Schedule 1 may be considered technical data that is subject to compliance with the export control laws and regulations of the United States and hereby agrees to comply with such laws.

7. Term. RECIPIENT's duty to protect DISCLOSER's Confidential Information pursuant to this Agreement expires three years from the date of disclosure of the Confidential Information.

8. Agency. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.

9. Assignment. RECIPIENT shall not assign this Agreement without the prior written consent of COMPANY.

10. Modification. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.

11. Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and wholly to be performed in the State of California by California residents. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, the parties agree that such action will be brought in the U.S. District Court of the Southern District of

California, San Francisco County, and that the parties hereby submit to the jurisdiction and venue of said courts.

12. Notices. Any notice required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, three days after deposit if sent by certified mail, postage prepaid, return receipt requested, or the day after delivery to a recognized overnight courier, if to Company, addressed to:

SQA Solution
353 Kearny St, #31
San Francisco, CA 94108

And if to RECIPIENT sent to the address listed below.

IN WITNESS WHEREOF, this Agreement is effective as of the date set forth below

RECIPIENT:

(signature)

(name)

(company)

(title)

(date)

(street address)

(city, state, ZIP)