

Nondisclosure Agreement

This Nondisclosure Agreement ("Agreement") is made as of _____ between **Elevation Lab Inc**, ("Company"), and _____, of _____ ("Confidant").

RECITALS

WHEREAS, Company and Confidant are agreeing to the pursuit of the business purpose of [Business Purpose] the Company.

WHEREAS, Company is willing to disclose Confidential Information to Confidant in strict accordance with the terms of Agreement for the sole purpose of Confidant assessing the Business Purpose.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and the mutual agreements set forth herein, each party agrees as follows:

1. Confidential Information.

As used in Agreement, "Confidential Information" means any information not readily available to the public, and includes not only technical information but also business information, disclosed, either orally or in writing, by Company to Confidant. Without limiting the generality of the foregoing, Confidential Information includes business strategies, technology, concepts, experimental data, product design, research and development data and agreements, formulae, materials, marketing data and plans and financial data, and any intellectual property therein or related thereto. Confidential Information is a special, valuable and unique asset of Company.

2. Exclusions.

Confidential Information does not include information that Confidant can demonstrate:

- a. Is now, or hereafter becomes, through no act or failure to act on the part of Confidant, generally known or available to the public;
- b. Was rightfully known by Confidant before receiving such information from Company without breach of any confidence herein; or
- c. Is hereafter rightfully obtained by Confidant from a third party, without breach of any obligation to Company.

3. Obligations.

Confidant agrees:

- a. To hold Confidential Information in strict confidence for a period of five years from date of signature;
- b. Not to disclose such Confidential Information to any third party, except as specifically authorized herein or as specifically authorized by Company in writing;
- c. To use all reasonable precautions, consistent with Confidant's treatment of its own confidential information of a similar nature, to prevent the unauthorized disclosure of Confidential Information; and
- d. Not to use any Confidential Information for any purpose other than Business Purpose.

4. Permitted Disclosures.

Confidant may disclose Confidential Information to its responsible employees and professional advisers with a bona fide need to know such Confidential Information, but only to the extent necessary to carry out Business Purpose, and only if such employees are advised of the confidential nature of Confidential Information and the terms of Agreement and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of Confidential Information. Confidential Information shall only be used for Business Purpose.

Confidant shall protect such 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. Confidant agrees that it will keep in confidence all Confidential Information and that it will not, directly or indirectly, disclose Confidential Information to any third party without the written consent of Company.

5. Required Disclosures.

Confidant may disclose Confidential Information if and to the extent that such disclosure is required by applicable law, provided that Confidant uses reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment, and provides Company a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure. Confidant agrees to cooperate with Company in seeking an order or other remedy to preclude such disclosure. Confidant further agrees that if Company is not successful in precluding the requesting legal body from requiring the disclosure of Confidential Information, it will furnish only that portion of Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded to Confidential Information.

6. Copies and Abstracts.

To the extent necessary to carry out Business Purpose, Confidant may make copies or abstracts of Confidential Information provided that all such copies and abstracts are themselves marked as confidential, and provided that Confidant maintains a written record of the distribution of all such copies and abstracts. Confidant will include appropriate legends or other markings to identify Confidential Information. Confidential Information may be disclosed in written or other tangible form or by oral, visual or other means and if Confidential Information is conveyed orally, the Disclosing Party will state the information is confidential or proprietary at the time of disclosure, transcribe the disclosure in written format and send it to the Receiving Party within thirty (30) days of the disclosure.

7. Return of Confidential Information.

Upon Company's request, Confidant will promptly return to Company all copies of Confidential Information; will destroy all notes, abstracts and other documents that contain Confidential Information; and will provide to Company a notarized certification from Confidant that it has done so and that Confidant shall not thereafter retain any Confidential Information in any form.

8. Intellectual Property: No Implied Licenses.

All Confidential Information disclosed under Agreement, including any intellectual property therein or related to Confidential Information, in any format, shall be and remain the property of Company. Nothing in Agreement will be construed as granting any rights to Confidant, by license or otherwise, to any of Company's Confidential Information, including any intellectual property therein or related thereto, except as specifically stated in Agreement. No licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied by Agreement. Company shall not have any liability or responsibility for errors or omissions on the part of, or any decisions made by, Confidant in reliance on any Confidential Information disclosed under Agreement.

9. Injunctive Relief.

Confidant acknowledges that Confidential Information is unique and valuable, and Confidant acknowledges that the unauthorized use or disclosure of Company's Confidential Information would cause irreparable harm to Company for which monetary damages alone would not be an adequate remedy. Accordingly, Confidant agrees that Company will be entitled to specific performance and injunctive or other equitable relief, including an immediate injunction against any breach, or threatened breach, of Agreement without the necessity of posting a bond. Any such relief shall be in addition to, and not in lieu of, any appropriate relief in the way of monetary damages.

10. No Assignment.

Confidant shall not assign Agreement, except to an affiliate or successor in interest, without the prior written consent of Company, which consent shall not be unreasonably withheld.

11. Non-Waiver.

No failure or delay of either party in exercising any right under Agreement shall operate as a waiver thereof.

12. Designated Personnel.

Confidant shall designate personnel for disclosure and receipt of Confidential Information. No other personnel than the personnel designated are authorized to receive any Confidential Information under Agreement.

13. No Relationship.

Agreement is not intended to be, nor shall it be considered, a joint venture, partnership or other business relationship and neither party shall have the right or obligation to share any of the profits or bear any of the risks or losses of the other party. Company does not assume any responsibility to the other for any costs, expenses, risks or liabilities associated with the exchange of Confidential Information.

14. No Export.

Confidant shall not export or re-export directly or indirectly any technical data acquired under Agreement or export or re-export any products utilizing Confidential Information to any country in violation of the U.S. export control laws.

15. Severability.

If any provision of Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

16. Applicable Law.

Agreement will be construed, interpreted and applied in accordance with the laws of the State of California. Agreement sets forth the complete and exclusive agreement of the parties regarding the subject matter of Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of Agreement. Agreement is not, however, intended to limit any rights that the parties may have under trade secret, copyright, patent or other laws that may apply to the subject matter of Agreement, both during and after the term of Agreement.

17. Attorneys' Fees.

If legal action is instituted on Agreement, the prevailing party shall be entitled to recover all costs of any legal proceeding, including reasonable attorneys' fees and court costs, in addition to the other forms of relief to which it may be entitled.

18. Entire Agreement.

Agreement is the complete agreement of the parties concerning the subject matter hereof and supersedes any prior such agreements with respect to further disclosures concerning such subject matter, may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both parties, and shall be governed and construed in accordance with the laws of California without regard to its choice of law provisions.

IN WITNESS WHEREOF, the parties have entered into Agreement as of the day and year first written above.

Elevation Lab, Inc.

Confidant

By: _____
Name

By: _____
[Signature]

Title

[Print Name and Title]