



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is made between

XMPro	XMPro Inc, 10000 N Central Expressway, Suite 400 Dallas TX 75213
Counterparty	
Term	12 months
Commencement Date	mmm dd, yyyy

XMPro and the Counterparty agree to the disclosure of information on the terms and conditions of the NDA Terms.

Executed as an agreement

SIGNED by XMPro

SIGNED by COUNTERPARTY

.....

.....

Date:.....

Date:

Name:

Name:

Title:.....

Title:.....

NDA Terms

- 1) The rights and obligations under this Agreement begin on the Commencement Date and end, subject to clause 10(b), at the end of the Term, unless terminated earlier in accordance with this Agreement.
- 2) **“Confidential Information”** means technical and business information disclosed by one party to the other including product/service specifications, prototypes, computer programs, documentation, data models, drawings, marketing plans, and financial data. It also includes information orally disclosed and includes information is notified, marked or identified as “confidential” or under the circumstances of its disclosure, should reasonably be considered as confidential. Technical or business information of a third person disclosed by a party shall be deemed Confidential Information of the disclosing party unless otherwise indicated in writing.
- 3) **“Disclosing Party”** means the party disclosing Confidential Information to the other party and its representatives.
- 4) **“Receiving Party”** means the party receiving Confidential Information from the other party and its representatives.
- 5) The parties agree: (i) not to disclose the Confidential Information in perpetuity unless otherwise agreed in writing by the disclosing party; (ii) to use the Confidential Information solely for their ongoing business relationship or by written consent of the disclosing party; (iii) not to copy the Confidential Information in whole or in part unless authorized in writing, and each copy shall contain the same confidential or proprietary notices that appear on the original; (iv) they shall only disclose the Confidential Information to their employees, consultants or other party to whom disclosure is necessary for the purpose of this Agreement, provided that they are informed of the confidential nature of the Confidential Information and have agreed in writing to be bound by the terms of this Agreement; and (v) to hold the Confidential Information in the strictest confidence, and to use at least the same degree of care used to restrict disclosure and use of its own information of like importance.
- 6) Mandatory Disclosure.
 - a) A party may disclose Information to the minimum extent required by:
 - i) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;
 - ii) the rules of any applicable listing authority or stock exchange; or
 - iii) any applicable laws or regulations.
 - b) The Receiving Party must give the Disclosing Party as much notice as possible in writing in advance of any disclosure under clause 6(a), with full particulars of the proposed disclosure, to enable the Disclosing Party to seek a protective order, or if prevented from doing so by law, as soon as possible after such disclosure.
- 7) This Agreement does not grant either party any right or license under any copyright, inventions, trademarks or patents now or hereafter owned or controlled by the other party.
- 8) This Agreement shall not apply to information that: (i) is already in the possession of, or is independently developed by, the receiving party without a duty of confidentiality to the Disclosing party; (ii) is publicly available through no fault of the receiving party; (iii) is obtained by the receiving party from a third person who is apparently under no obligation of Confidence to the disclosing party; or (iv) is disclosed without restriction by the disclosing party.
- 9) Without the prior consent of the other party, neither party shall disclose to any third person the existence or purpose of this Agreement, its terms or conditions, nor may the fact that discussions of a confidential nature are taking place, except as be required by the law, provided it notifies the other party in advance. Neither party shall use the other's

trade name or trade mark or refer to their other party in any promotional activity or publicity release without first obtaining the prior written consent of the other party

10) Termination

- a) If either party decides to terminate this Agreement, it must immediately:
 - i) notify the other party in writing; and
 - ii) comply with the obligations under clause 11.
- b) The Receiving Party's obligations under clause 5, 6, 11 and 10(b) survive expiry of the Term or termination of the Agreement under clause 10(c).
- c) Any party may, at any time, without cause or prejudice to its rights, terminate this Agreement, upon 30 days written notice to the other party. Upon receipt of the notice, each party must comply with the obligations under clause 11.

11) Return or destruction of Confidential Information

- a) Upon termination of this Agreement or at the request of the Disclosing Party, the Receiving Party must promptly:
 - i) cease use of and/or access to the Confidential Information;
 - ii) if requested by the Disclosing Party:
 - (1) permanently delete, destroy or return all Confidential Information to the Disclosing Party; and
 - (2) provide to Disclosing Party a declaration from a duly authorized senior officer of Receiving Party that, to his or her personal knowledge, having made reasonable inquiries, it has complied with clauses 11(a)(i) and 11(a)(ii)(1).
- b) The obligations in clause 11(a) do not apply to Confidential Information that has been automatically stored electronically for the purposes of a data back-up and/or archiving system, provided such Confidential Information is kept secure, confidential and encrypted, or will otherwise be purged and fully deleted pursuant to Receiving Party's normal records retention and destruction protocols.
- c) Despite clause 11(a), the Receiving Party may retain one copy of any document (in any form) containing Confidential Information if the document:
 - i) must be retained to comply with the Receiving Party's insurance, corporate governance or professional standards obligations; and
 - ii) is kept confidential and secure in accordance with the terms of this Agreement.

12) This Agreement or any rights granted are not assignable in whole or in part without the written consent of the other party, which shall not be unreasonably withheld.

13) This Agreement is governed by the laws of the State of Delaware and the parties agree to the nonexclusive jurisdiction of the courts of the State of Texas in relation to this Agreement. The parties waive trial by jury.

14) This Agreement constitutes the entire Agreement between the parties with respect of the Confidential Information. No provision of this Agreement shall be deemed waived, amended or modified by either party, unless the waiver, amendment or modification is made in writing and signed by both parties. This Agreement may be signed in any number of counterparts, each of which shall be original, and any one of which shall be deemed to be validly executed if evidence by a facsimile copy of the executing party's signature with the same effect as if the signatures thereto were on the same instrument.