

## BI-LATERAL NONDISCLOSURE AGREEMENT

**THIS NONDISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of \_\_\_\_\_ by and between NewEra Scientific Optimal Solutions Inc., herein referred to as (Company) with principal locations at 11700 W. Charleston Blvd., #170-430, Las Vegas, NV 89135 and \_\_\_\_\_ herein referred to as (Recipient) with principal locations at \_\_\_\_\_.**

**Purpose.** Company and Recipient wish to explore a business opportunity of mutual interest and in connection with this opportunity, Company may disclose to Recipient or Recipient may disclose to Company certain confidential, proprietary technical and business information regarding products including, but not limited to PreventX 24/7 which the disclosing party desires the receiving party to treat as confidential. The purpose of this agreement is to exchange information to evaluate the prospects of forming a business relationship.

**"Confidential Information"** means any information disclosed to Recipient by Company, or to Company by Recipient either directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation the Company's or Recipient's operating and pricing plans. Confidential Information may also include information disclosed to Company or recipient by third parties. Confidential Information shall not, however, include any information which Recipient or Company can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Recipient by Company or Company by Recipient; (ii) becomes publicly known and made generally available after disclosure to Recipient by Company or Company to Recipient through no action or inaction of Recipient or Company; or (iii) is in the possession of Recipient or Company, without confidentiality restrictions, at the time of disclosure by Company or Recipient as shown by Company's or Recipient's files and records immediately prior to the time of disclosure; or (iv) is required to be disclosed pursuant to law, governmental regulation or judicial order. Any documentary information to be considered confidential must be marked or identified as "CONFIDENTIAL" or PROPRIETARY".

**Non-use and Non-disclosure.** Recipient and Company agree not to use or disclose any Confidential Information for any purpose except to evaluate and engage in discussions concerning a

potential business relationship between Recipient and Company. Recipient and Company agree not to disclose any Confidential Information to third parties or to employees or Representatives (agents, attorneys, consultants, advisers, lender/co-investors, etc.) agents of Recipient or Company, except to (those Representatives who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship; provided, however, that such Representatives are bound by non-disclosure and non-use agreements that are at least as restrictive as this Agreement is on Recipient or Company. Recipient and Company shall not (and Recipient or Company shall prevent its Representatives who receive information pursuant to the preceding sentence) reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Company's or Recipient's Confidential Information, and which are provided to Recipient or Company hereunder.

**Maintenance of Confidentiality.** Recipient and Company agree that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient and Company shall take at least those measures that Recipient takes to protect its own most highly confidential information. Recipient and Company shall not make any copies of Confidential Information unless the same are previously approved in writing by Company. Recipient and Company shall reproduce Recipient's and Company's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Recipient and Company shall immediately notify Recipient or Company in the event of any unauthorized use or disclosure of the Confidential Information.

**No Obligation.** *Nothing herein shall obligate Company or Recipient to proceed with any transaction between them, and each party reserves*

*the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.*

**No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

**Return of Materials.** All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Recipient or Company shall be and remain the property of Company or Recipient and shall be promptly returned to Company or Recipient upon Company's or Recipient's request.

**No License.** Nothing in this Agreement is intended to grant any rights to Recipient or Company under any patent, mask work right, copyright or other rights of Recipient or Company, nor shall this Agreement grant Recipient or Company any rights in or to Confidential Information except as expressly set forth herein.

**Term.** This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Recipient or Company. However, the foregoing commitments with respect to confidentiality of either party here-in shall survive for a period of Three

(3) years following the date of this Agreement, even if terminated sooner.

**Remedies.** Recipient and Company agree that any violation or threatened violation of this Agreement will cause irreparable injury to the Recipient or Company, entitling Company or Recipient to obtain injunctive relief and to receive compensation for any lost business opportunities related with the violation, in addition to all legal remedies.

**Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Nevada, without reference to conflict of laws principles. Further, Recipient and Company agree and expressly consents to jurisdiction and venue in the State of Nevada and/or the federal courts of the Central district of Nevada (at the sole option and discretion of the Company). This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

**Severability.** In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this agreement shall remain valid and enforceable as though such term were absent upon the date of its execution.

**Company: NewEra Scientific Optimal Solutions**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Recipient:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_