

## INDIVIDUAL NONDISCLOSURE AGREEMENT

The undersigned party (the “Receiving Party”) understands that MALLETX SOFTWARE has disclosed or may disclose information which has commercial and other value in the MALLETX SOFTWARE’s business and is confidential or proprietary in nature (including, without limitation, trade secrets, patents, patent applications, copyrights, schedules, know-how, processes, ideas, inventions (whether patentable or not), formulas, computer programs, databases, technical drawings, designs, techniques, algorithms, technology, circuits, layouts, designs, interfaces, materials, schematics, improvements, research or development, names and expertise of employees and consultants, any other technical, business, financial, customer, and product development plans, customer and supplier information, forecasts, strategies and other confidential information), which to the extent previously, presently or subsequently disclosed to the Receiving Party is hereinafter referred to as “Proprietary Information” of MALLETX SOFTWARE. Proprietary Information shall also include all information of a like nature owned by any other person and furnished to MALLETX SOFTWARE by such other person pursuant to an undertaking by MALLETX SOFTWARE to maintain the same in confidence.

In consideration of the parties’ discussions and any access the Receiving Party may have to Proprietary Information of MALLETX SOFTWARE, the Receiving Party hereby agrees as follows:

1. The Receiving Party agrees to (a) to hold MALLETX SOFTWARE’s Proprietary Information in strict confidence and to take reasonable precautions to protect such Proprietary Information as the Receiving Party employs with respect to its most confidential materials, but in no case shall Receiving Party employ less than reasonable measures, (b) not to disclose any such Proprietary Information or any information derived therefrom to any third person, (c) not to make any use whatsoever at any time of such Proprietary Information except for the sole limited business purposes of evaluating the Proprietary Information internally to determine whether to enter into a contemplated transaction or agreement with MALLETX SOFTWARE and (d) not to copy or reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any such Proprietary Information. Any employee given access to any such Proprietary Information must have a legitimate “need to know” and shall be similarly bound in writing.
2. The Receiving Party acknowledges and agrees that, as between the parties, the Proprietary Information is and shall remain the sole and exclusive property of MALLETX SOFTWARE, and that MALLETX SOFTWARE is the sole owner of all patents, copyrights, trademarks, if any, and other proprietary rights in connection therewith and no license of any kind is granted hereby to the Receiving Party.
3. The Receiving Party acknowledges and agrees that the Proprietary Information is provided “as is” without warranty of any kind, including, without limitation, any warranty of merchantability or fitness for a particular purpose. Further, MALLETX

SOFTWARE does not warrant, guarantee, or make any representations regarding the use or result of use of the Proprietary Information.

4. Receiving Party agrees to return within three days of written request any Confidential Information provided by MALLETX SOFTWARE in written, electronic, or printed form upon the request of MALLETX SOFTWARE and not retain any copies or reproductions thereof. Receiving Party further agrees that MALLETX SOFTWARE is entitled to injunctive relief for any breach of this agreement and reasonable attorneys fees, in addition to any damage remedy to which Inventor may be entitled.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth below and entered into in Monterey County, California.