



MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement (the "Agreement"), effective as of this _____ day of _____, 2020, is between OneIT, Inc. ("OneIT"), a Wyoming corporation, with a principal address at 1712 Pioneer Ave, Cheyenne, WY 82001, and _____ a _____, with a principal address at _____.

Intending to be legally bound, the parties hereto agree as follows:

1. **Purpose of Agreement.** The parties desire to exchange certain Confidential Information (as defined below) with each other for the purpose of evaluating a possible beneficial business relationship (the "Purpose").

2. **Confidential Information.** "Confidential Information" means any information or data which is disclosed in any tangible or oral form, including, but not limited to: ideas, concepts, drawings, designs, inventions, discoveries, improvements, patents, and patent applications, specifications, trade secrets, prototypes, processes, notes, memoranda and reports, or three-dimensional forms concerning a party's past, present or future research, technology, know-how, computer programs, products, customers and prospective customers, markets, sales and marketing plans, financial statements and business plans.

3. **Use and Handling of Confidential Information.** The receiving party, and the receiving party's officers, directors, partners, employees and agents if the receiving party is an entity (a) shall keep the disclosing party's Confidential Information confidential; (b) shall not use the disclosing party's Confidential Information except as necessary for the Purpose stated above; (c) shall not "reverse engineer," duplicate or copy in any fashion any Confidential Information, in whole or in part, without the prior written consent of the disclosing party; and (d) shall not disclose to third parties any of the disclosing party's Confidential Information. If the receiving party is an entity, the receiving party shall make the Confidential Information available only to its officers, directors, partners, employees and agents who have a need for such access, with prior written approval of the disclosing party; provided that the receiving party has informed all such persons of their obligations under this Agreement and such persons have agreed in writing to be bound by this Agreement, either by means of an agreement directly with the disclosing party or pursuant to an agreement with the receiving party which restricts the use of Confidential Information received as an officer, director, partner, employee or agent of the receiving party. The receiving party agrees to maintain adequate procedures to prevent loss of any of the disclosing party's Confidential

Information, and, in the event of any loss, shall notify the disclosing party immediately. The receiving party further agrees to immediately return to the disclosing party at the termination of this Agreement all Confidential Information (and copies thereof) which it may then possess or have under its control or, if the disclosing party requests, to immediately destroy all Confidential Information, and shall certify to such destruction in writing to the disclosing party.

4. **Limitations on the Obligation with Respect to Confidential Information.** The receiving party shall not be obligated to maintain any information in confidence or refrain from use, if: (a) the information was lawfully in the receiving party's possession or was known to it prior to its disclosure from the disclosing party as shown by written records; (b) the information is, at the time of disclosure, or thereafter becomes public knowledge without the fault of the receiving party (provided, however, that the act of copyrighting by the disclosing party shall not cause or be construed as causing the copyrighted materials to be in the public domain); (c) the information is or becomes rightfully available on an unrestricted basis to the receiving party from a source other than the disclosing party and which source did not acquire the information under an obligation of confidentiality to the disclosing party; (d) the information becomes available on an unrestricted basis to a third party from the disclosing party or from someone acting under its control; (e) the information was independently developed by the receiving party through persons who have not had, directly or indirectly, access to the Confidential Information of the disclosing party as evidenced by adequate documentation or the receiving party of such independent development; or (f) disclosure is required by subpoena or pursuant to a demand by any governmental authority.

5. **Title and Ownership.** The receiving party acknowledges that the Confidential Information obtained by it under this Agreement is and shall remain the sole property of the disclosing party.

6. **Termination.** Either party may terminate this Agreement at any time upon thirty (30) days written notice provided to the other party. Upon termination of this agreement by either party, the provisions of this agreement shall remain in effect with respect to all confidential information disclosed or received prior to the effective date.

7. **Return of Materials.** Upon written request or automatically after ten (10) days from the termination date of this Agreement, the receiving party shall immediately return to the disclosing party all copies of Confidential Information received hereunder; provided, however, that if the disclosing party requests, the receiving party shall immediately destroy all Confidential Information and certify such destruction to the disclosing party.

8. **Intellectual Property Rights.** No rights or obligations other than those expressly recited herein are to be implied from this Agreement. No license is hereby granted, directly or indirectly, under any patent, trade secret, copyright, mask work right or other intellectual property right now held by, or which may be obtained by, or which are or may be licensable by the disclosing party.

9. **Amendment.** This Agreement may be amended only by a mutually agreed to writing, signed by both the disclosing party and the receiving party.

10. **Parties in Interest.** This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to, the parties hereto and their respective heirs, legal representatives, successors and assigns.

11. **Assignment.** This Agreement may not be assigned without prior written consent of the other party.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

13. **Enforceability.** If any provision contained herein is declared unenforceable or invalid, said declaration shall not impair any of the Agreement's other provisions, which shall be enforced according to their respective terms.

14. **Remedies.** The receiving party acknowledges that any violation of this Agreement by the receiving party would result in immediate and irreparable injury to the disclosing party for which an award of money damages would be an inadequate remedy. The receiving party agrees, therefore, that the disclosing party shall have the right to obtain equitable relief including an injunction to specifically enforce the terms of this Agreement and to obtain any other legal or equitable remedies that may be available to the disclosing party. In the event of any violation by the receiving party of this Agreement, the receiving party agrees to pay reasonable costs and legal fees incurred by the disclosing party in pursuit of any of its rights with respect to this Agreement, in addition to any damages sustained by the disclosing party by reason of such breach.

15. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Wyoming without application of choice-of-law principles.

16. **Entire Agreement.** The parties intend that this Agreement is the final and binding expression of their agreement as to the subject matter hereof.

17. **Survival of Obligation.** The obligations of a receiving party to refrain from disclosure and use of any of the Confidential Information received under this Agreement shall survive the termination of any other agreement, which the party may enter.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

OneIT, Inc.

Company _____

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____