

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT is made and entered into this ____ day of _____, 2018 by and among Capstone Capital USA, LLC, a Wyoming Limited Liability Company, together with its managed entities and affiliates (“Capstone”), and _____, a _____ company, (“Party”).

Recitals

- A. CAPSTONE and Party would like to explore and discuss the possibility of entering into a business relationship together.
- B. Before beginning such discussions, CAPSTONE requires that Party enter into a nondisclosure agreement with respect to confidential information which will be disclosed to them.

Agreement

1. Definition of Confidential Information. For purposes of this Agreement, “Confidential Information” includes, without limitation, the following types of information and other information of a similar sensitive or confidential nature (whether or not reduced to writing) with respect to the business of CAPSTONE, and their respective clients: Business plans, financial information, marketing techniques and materials, marketing and development plans, pricing policies, software source code, research, development, processes and procedures. “Confidential Information” does not include any information (a) which is generally known to the public through no fault of Party, (b) which is generally known or possessed by Party prior to receipt of any Confidential Information hereunder, (c) which is disclosed to Party in good faith by a third party who has an independent right to such Confidential Information and is under no duty not to disclose any such information, (d) which is approved in writing for release by CAPSTONE, or (e) which is required to be disclosed by law.
2. Disclosure of Confidential Information. Subject to the terms and conditions of this Agreement, CAPSTONE intends to disclose Confidential Information to Party. The parties acknowledge that disclosure of Confidential Information is for the purposes set forth in the recitals above, and for no other purpose. CAPSTONE makes no representations or warranties, express or implied, concerning the Confidential Information to be disclosed, including without limitation, the accuracy or completeness of any of the Confidential Information.
3. Acknowledgment of Ownership. Party acknowledges that the Confidential Information to be disclosed to Party by CAPSTONE is the sole and exclusive property of CAPSTONE, and their respective clients.
4. Nondisclosure of Confidential Information. Party will maintain in strict confidence and not disclose any Confidential Information to any third party. In the event that the parties do not reach any agreement and terminate discussions, all Confidential Information will

be destroyed or returned to CAPSTONE within three (3) days after a request, and no copies will be retained.

5. Parties Not to Use Confidential Information. Party will not use any Confidential Information in any way except for the purpose set forth above.

6. Responsibility for Disclosure. Party shall, without limitation, be subject to an injunction and be liable for any damages suffered by CAPSTONE, and their respective clients as a result of any unauthorized disclosure or use of any Confidential Information. Party agrees that if he shall violate any covenants under this Agreement, CAPSTONE shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration, or other benefits that Party, directly or indirectly, has realized and/or may realize as a result of, growing out of, or in connection with, any such violation. These remedies shall be in addition to, and not in limitation of, any injunctive relief or other rights or remedies to which CAPSTONE is or may be entitled to at law, in equity, or under this Agreement.

7. Agreement Not a License. This Agreement shall not be construed to grant Party any license or other rights except as expressly provided herein.

8. Attorneys' Fees. In the event legal action is brought to enforce the terms of this Agreement or to declare rights under this Agreement or to remedy its breach, the prevailing party shall be entitled to recover its costs and attorneys' fees from the other party.

9. Successors and Assigns. The rights granted under this Agreement may not be assigned by any party. Except as so limited, this Agreement is binding on and shall inure to the benefit of the parties, their successors and assigns.

10. Notices. Any notices required or permitted hereunder shall be delivered by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth following the parties' signature to this Agreement.

11. Complete Agreement; Modification and Waiver. This Agreement represents the entire agreement among the parties with respect to the subject matter hereof. No amendment, modification, termination or waiver of any term of this Agreement shall be effective unless it is in writing and is signed by all the parties hereto.

12. Survival. In the event Party returns all Confidential Information to Automation pursuant to Section 4 above, the obligations set forth herein shall survive for a period of three (3) years following such return.

13. Saving Provision. The parties acknowledge that the covenants set forth herein are necessary and fair for the protection of each other's Confidential Information. In the event that a court should decline to enforce any covenants set forth herein, each party agrees to modification of the term hereof by the court to the extent necessary to make such covenant reasonable and otherwise enforceable. If any term, covenant, condition or provision of this Agreement is found

to be invalid or unenforceable by any court, the remainder of the Agreement shall continue to be valid and enforceable.

14. Governing Law; Venue. The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona. The Parties each hereby irrevocably submit to the jurisdiction of any state or federal court sitting in the County of Maricopa in the State of Arizona over any suit, action or proceeding arising out of or relating to this Services Agreement. The Parties each irrevocably waive, to the fullest extent permitted by law, any objection that the Parties may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in any such court and any claims that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. The Parties agree that any forum other than that named herein above is an inconvenient forum and that a suit brought by the Parties in a court of any state other than Arizona should be forthwith dismissed or transferred to a court located in Arizona by that court.

In witness whereof, THIS Agreement is made and entered into on the date set forth above.

CAPSTONE CAPITAL USA, LLC

By: _____
Its: MANAGING MEMBER_
Printed Name: _DAVID FRANECKI
Address: _3961 E CHANDLER BLVD 111 317
PHOENIX AZ 85048
Phone Number: _480 763 8376
Email: _Dave@CapstoneCapitalUSA.com

PARTY NAME

By: _____
Its: _____
Printed Name: _____
Address: _____

Phone Number: _____
Email: _____