

MUTUAL CONFIDENTIALITY AGREEMENT

1. **Parties.** This Mutual Confidentiality Agreement ("Agreement") executed as of the earliest date of the below signatures ("Effective Date") by and between **MedISAO**, having an address at 16 Technology Dr., Suite 100, Irvine, CA 92618 ("MedISAO") and _____ having an address at _____ ("Company").
2. **Subject.** MedISAO and Company ("Parties") wish to protect all disclosures to either Party of all information included in or which may be derived from such disclosures ("Disclosed Information"). All Disclosed Information shall be in writing and shall be clearly identified as confidential at the time of disclosure or if disclosed orally or graphically and identified as confidential, must be confirmed in writing within ten calendar days.
3. **Purpose.** Each Party's disclosures are made for the purpose of, and shall be limited to the purpose of software vulnerabilities, best practices, and general cybersecurity information.
4. **Protection of Confidential Information.** Receiving Party shall protect all Disclosed Information it has received or will receive from the Disclosing Party. Each Party shall maintain the confidentiality of the Disclosed Information and shall not disseminate, or publish the Disclosed Information, or use the Disclosed Information in any way except for purposes expressly set forth in this Agreement. Disclosed Information may only be used by Receiving Party and those employees and agents of Receiving Party who need to have knowledge of the Disclosed Information in the course of their employment or agency and in furtherance of the purpose of this Agreement. All employees or agents of Receiving Party who are to be granted access to Disclosed Information shall be under an obligation of confidentiality to Receiving Party that is substantially equivalent to the requirements of this Agreement.

If confirmed in writing by Company, MedISAO may also share Disclosed Information with other members of MedISAO. All members of MedISAO who are to be granted access to Disclosed Information shall be under an obligation of confidentiality to MedISAO that is substantially equivalent to the requirements of this Agreement.

Neither party shall be liable for the accidental or mistaken use or disclosure of the confidential information covered by this Agreement if such party exercised the same reasonable precautions to protect the disclosed data that it takes to safeguard its own confidential and proprietary information.
5. **Excluded Information.** This Agreement imposes no obligation upon Receiving Party with respect to any information which:
 - a. is or becomes publicly known through no wrongful act or breach of this Agreement by Receiving Party;
 - b. is already known by the Receiving Party at the time of disclosure as exhibited by written records provided to Receiving Party within thirty (30) days of such disclosure;
 - c. is rightfully received by the Receiving Party from a third party who is not under any obligation of confidentiality to Disclosing Party; or
 - d. is disclosed by the Receiving Party with the prior written approval of Disclosing Party.
 - e. is disclosed pursuant to a requirement of law or an order of a court of competent jurisdiction.
6. **Termination.** This Agreement shall commence on the Effective Date and terminate five (5) years after the Effective Date. This Agreement may be terminated at any time by either party upon thirty (30) days written notice to the other party. The obligations

with respect to Disclosed Information received prior to the date of termination shall survive termination of this Agreement.

7. **Additional Obligations.** Neither party is obligated by this Agreement to make any disclosure, prosecute any patent, or sell, purchase, lease, or license any goods, services or technology from the other Party.
8. **Injunction.** In the event of a breach, or a threatened breach, of the terms of this Agreement by Receiving Party, Disclosing Party shall be entitled to an injunction against Receiving Party without showing or proving that it has sustained any actual damage.
9. **Attorneys Fees.** If any action shall be instituted between Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, and other related expenses.
10. **Venue; Severability.** This Agreement is made under and shall be construed according to the laws of California. The Parties agree that any suit, action or proceeding arising out of or relating to this Agreement shall be brought in the state or federal courts located in Orange County, California. If any portion of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, such portion shall be deleted and all other terms and conditions of this Agreement shall remain in full force and effect.
11. **Entire Agreement; Assignment.** This Agreement supersedes all prior agreements between the Parties covering the subject matter of this Agreement and shall bind all successors and assigns of the Parties. Additions to or modifications of this Agreement must be in writing and signed by both Parties. Neither Party shall assign this agreement without the written consent of the other Party.

Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

MedISAO

Signature: _____

Print Name: Daniel Beard

Title: Director

Date: _____