**WISE SALES, INC. MUTUAL NONDISCLOSURE AGREEMENT**

This Mutual Nondisclosure Agreement (the “Agreement”) between Wise Sales, Inc., a Delaware corporation, and the counterparty identified in the signature block below (each a “party,” together the “parties”) is entered into as of the date of the last signature to this Agreement (the “Effective Date”). To explore the possibility of a business relationship or transaction between the parties, each party (“Discloser”) may disclose sensitive information to the other (“Recipient”). The parties agree as follows:

1. **Definition**. The term “Proprietary Information” means, to the extent previously, presently or subsequently disclosed by or for Discloser to Recipient, all financial, business, legal and technical information of Discloser or any of its affiliates, suppliers, customers and employees (including information about research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, software, specifications, designs, drawings, data, strategies, plans, prospects, know-how and ideas, whether tangible or intangible, and including all copies, abstracts, summaries, analyses and other derivatives thereof), that is marked or otherwise identified as proprietary or confidential at the time of disclosure, or that by its nature would be understood by a reasonable person to be proprietary or confidential. The terms and conditions of any transaction or possible transaction between the parties, the fact that disclosures, evaluations or discussions are taking place, and the status and results thereof are all Proprietary Information. Proprietary Information does not include any information that (a) was rightfully known to Recipient without restriction before receipt from Discloser, (b) is rightfully disclosed to Recipient without restriction by a third party, (c) is or becomes generally known to the public without violation of this Agreement by Recipient or (d) is independently developed by Recipient or its employees without reference to or reliance on such information. Discloser represents and warrants to Recipient that it is authorized to disclose any and all Proprietary Information made available to Recipient under this Agreement.
2. **Restrictions**. As to the other party’s Proprietary Information, Recipient agrees (a) to use the Proprietary Information only for its consideration internally of a potential business relationship or transaction between the parties, and its performance in any resulting arrangement, but not for any other purpose, (b) to maintain the Proprietary Information as confidential, and exercise all reasonable precautions to prevent unauthorized access, use or disclosure, (c) not to disclose the Proprietary Information to any third party other than Recipient’s (and its affiliates’) employees, agents, contractors and professional advisors (collectively, Recipient’s “Representatives”) who have a need to know for the permitted purpose under this Agreement and who are apprised of the confidential nature of the Proprietary Information and all of the restrictions in this Agreement and (d) not to decompile, disassemble or otherwise reverse engineer any Proprietary Information, or use any similar means to discover its underlying composition, structure, source code or trade secrets. Any action or inaction of any of Recipient’s Representatives with respect to the subject matter of this Agreement shall be deemed an action or inaction of Recipient, and each party will be responsible for any breach of the obligations in this Section 2 by its respective Representatives.
3. **Compelled Disclosures**. These restrictions will not prevent either party from complying with any law, regulation, court order or other legal requirement that compels disclosure of any Proprietary Information. Recipient will promptly notify Discloser upon learning of any such legal requirement, and cooperate with Discloser in the exercise of its right to protect the confidentiality of the Proprietary Information before any tribunal or governmental agency.
4. **No Warranties or Licenses**. All Proprietary Information is provided “AS IS.” Discloser will not be liable to Recipient for damages arising from any use of the Proprietary Information, from errors, omissions or otherwise. All of Discloser’s rights in and to its Proprietary Information remain the exclusive property of Discloser. Neither this Agreement nor any disclosure of Proprietary Information hereunder (a) grants to Recipient any right or license under any copyright, patent, mask work, trade secret or other intellectual property right, except solely for the use expressly permitted herein, (b) obligates either party to disclose or receive any information, perform any work, enter into any agreement or proceed with any transaction or relationship or (c) limits either party from entering into any business relationship with any third party.
5. **Termination**. This Agreement will terminate as to the further exchange of Proprietary Information immediately upon the earlier of (a) receipt by one party of written notice from the other and (b) the first anniversary of this Agreement. The obligations of this Agreement, as they apply to any Proprietary Information disclosed prior to termination, will survive termination for a period of five (5) years; provided, Recipient’s obligations hereunder will survive and continue in effect thereafter with respect to any Proprietary Information that is a trade secret under applicable law. Upon termination of this Agreement for any reason, or upon Discloser’s request at any time, Recipient will promptly return to Discloser or destroy all Proprietary Information and all information, records and materials developed therefrom.
6. **Remedies**. Due to the unique nature of the Proprietary Information, the parties agree that any breach or threatened breach of this Agreement will cause not only financial harm to Discloser, but also irreparable harm for which money damages will not be an adequate remedy. Therefore, Discloser will be entitled, in addition to any other legal or equitable remedies, to seek an injunction or similar equitable relief against any such breach or threatened breach without the necessity of posting any bond.
7. **General**. This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which is an original, but taken together constitute one and the same instrument. No waiver or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right or remedy will be deemed a waiver. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of laws provisions thereof. Exclusive jurisdiction and venue for any action arising under this Agreement will be in the federal and state courts located in Santa Clara County, California, and both parties hereby consent to such jurisdiction and venue for this purpose. The prevailing party in any action or proceeding to enforce this Agreement will be entitled to recover from the other party its costs and expenses (including reasonable attorneys’ fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained. Any notice hereunder will be effective upon receipt and will be given in writing.

[*Signature Page Follows*]

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as a sealed instrument, effective as of the Effective Date.

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| **WISE SALES, INC.:** |  | **COUNTERPARTY:** |
|  |  | (If signing on behalf of a company):  Entity:  Title: |
| Sign:  Name:  Title:  Date:  Email for Notices: |  | Sign:  Name:  Date:  Email for Notices: |