



## THE EVURO DOG PROJECT

### MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is Executed as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between

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a \_\_\_\_\_ corporation, and  
MAXIMUS AND SENECA GLOBAL, LLC, a Maryland corporation

#### RECITAL

The parties wish to explore one or more business opportunities of mutual interest, as briefly described on **Exhibit A** attached hereto (the "Purpose of Agreement"), and in the course of their discussions and negotiations, each party may disclose to the other certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential and to refrain from using.

#### AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. **Confidential Information.** Any information disclosed by one party to the other party at any time, whether directly or indirectly, in writing, orally, in machine readable form or by inspection of tangible physical objects (including without limitation documents, mock ups, prototypes, samples, plant, machinery or equipment), that is considered to be Confidential Information shall be marked as such at the time of disclosure, if written, or if in oral form, shall be reduced to writing in summary form, identified as Confidential Information, and sent to the receiving party within thirty (30) days following such oral or visual disclosure, or if accessed by internet means, will be protected by a confidential password protection scheme.

2. **Non-Disclosure and Agreement to Refrain from Use.** Each party agrees that for the period of five (5) years from the Effective Date of the Agreement, the party shall not disclose to a third party any Confidential Information received from the other party without the express prior written consent of the disclosing party. Neither party shall use the other's Confidential Information for any purpose other than the Purpose of Agreement. In furtherance of and not by way of limitation of the foregoing covenants, each party agrees to use the same degree of care to avoid unauthorized disclosure and unauthorized use of the Confidential Information as it employs with respect to its own confidential and proprietary information, and at a minimum will exercise reasonable care. The receiving party, notwithstanding the foregoing, may make disclosures required by court order provided that it uses its best efforts to limit disclosure and to obtain confidential treatment or a protective order and notifies the disclosing party promptly upon receipt of such court order, to afford the disclosing party

the opportunity to seek a protective order or otherwise move the court to prevent or limit the disclosure.

**3. Exclusions.** The parties agree that information shall not be deemed to be Confidential Information for the purposes of this Agreement, and the parties shall have no obligation with respect to any such information, which (a) was in the public domain at the time it was disclosed; (b) was known to the receiving party at the time of disclosure; (c) is disclosed with the prior written approval of the disclosing party hereto; (d) was independently developed by the receiving party; or (e) becomes known to the receiving party, on a non-confidential basis, from a third party that has legal rights to disclose such information.

**4. Copies.** All writings or machine readable data containing Confidential Information provided pursuant to this Agreement, and all copies of such writings made by the receiving party shall be and remain the property of the disclosing party, and shall be returned to the disclosing party immediately upon request, or shall be destroyed after they are no longer useful for the Purpose of Agreement; provided that the receiving party shall be entitled to retain one archival copy, solely for reference purposes. Apart from the foregoing, the receiving party will not copy or in any other way reproduce the information without the express written approval of the disclosing party.

**5. No License.** Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, Confidential Information or trade secrets except the limited right to review such Confidential Information solely for the Purpose of Agreement.

**6. Warranty.** Each party warrants that it has the right to disclose the Confidential Information provided by it, but otherwise makes no warranty whatsoever with respect to such information.

**7. No Obligation to Purchase or Work Together.** Neither party shall, by reason of this Agreement, have any obligation to purchase any service or item from the other party, to agree to work together for any joint undertaking or otherwise to enter into any other agreement or understanding with the other party.

**8. General.**

**8.1 Successors and Assigns.** Neither party may assign its rights or obligations under this Agreement without the prior consent of the other, and any purported assignment without such consent shall have no force or effect, except that a party may assign this Agreement incident to the transfer of all or substantially all of its business. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective parties hereto and their successors and assigns.

**8.2 Remedies.** Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other to seek injunctive relief in addition to all legal remedies

**8.3 Independent Contractors.** Neither party is authorized to act for or on the behalf of the other party under this Agreement. Without limiting the generality of the foregoing, each party is an independent contractor, and no principal/agent or partnership relationship is created between them by this Agreement.

**8.4 No Waivers.** No failure or delay by any party to enforce or take advantage of any provision or right under this Agreement shall constitute a subsequent waiver of that provision or right, nor shall it be deemed to be a waiver of any of the other terms and conditions of this Agreement. The provisions of this Agreement may be waived only in writing signed by the party making such waiver, and not orally or by any course of conduct.

**8.5 Applicable Law.** The validity, performance and construction of this Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles.

**8.6 Enforcement Expenses.** The prevailing party in any legal action arising out of or related to this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses incurred in such action, including court costs and reasonable attorneys' fees, inclusive of attorneys' fees incurred in connection with any appeals or in enforcing any judgment.


**8.7 Severability.** In the event that any provision of this Agreement is prohibited by any law governing its construction, performance or enforcement, such provision shall be ineffective to the extent of such prohibition without invalidating thereby any of the remaining provisions of the Agreement.

**8.8 Captions.** The captions of sections herein are intended for convenience only, and the same shall not be interpretive of the content of such sections.

**8.9 Entire Agreement.** This document contains the entire agreement between the parties with respect to the subject matters hereof, and supersedes and replaces any prior agreements or understandings between the parties with respect to such matters.

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Agreement as of the Effective Date.

MAXIMUS AND SENECA GLOBAL, LLC \_\_\_\_\_

By  \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

President and CEO

Its \_\_\_\_\_

(Title)

Maximus Seneca

**EXHIBIT A**  
**PURPOSE OF AGREEMENT**

**Duration of Agreement**