



MUTUAL NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2018 between Inner Sol Inc. (“**Inner-Sol Inc.**”) and _____ (the “**Company**”). The party receiving information is referred to herein as the “**Recipient**” and the party disclosing the information is referred to herein as the “**Discloser.**”

1. Purpose. Inner-Sol Inc. and the Company wish to explore business opportunities of mutual interest (the “**Opportunities**”) and in connection with the Opportunities, the Discloser may disclose to Recipient certain confidential technical, financial and business information – including, but not limited to, information relating to proprietary software and other intellectual property – which Discloser desires Recipient to treat as confidential.
2. "Confidential Information" means any information disclosed to Recipient by Discloser, either directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation the Discloser's business and operating plans, software and competitors. Confidential Information may also include information disclosed to the Recipient by third parties. Confidential Information shall not, however, include any information which Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Recipient by Discloser; (ii) becomes publicly known and made generally available after disclosure to Recipient by Discloser through no action or inaction of Recipient; or (iii) is in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by the Discloser as shown by Recipient's files and records immediately prior to the time of disclosure.
3. Non-use and Non-disclosure. Recipient agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Opportunities. Recipient agrees not to disclose any Confidential Information to third parties or to employees or advisors of Recipient, except to those employees or advisors who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Recipient shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Discloser's Confidential Information, and which are provided to Recipient hereunder.
4. Maintenance of Confidentiality. Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures that Recipient takes to protect its own most highly confidential information and shall have its employees and advisors, if any, who have access to Confidential Information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees or advisors. Recipient shall not make any copies of Confidential Information unless the same are previously approved in writing by the Discloser. Recipient shall reproduce the Discloser's proprietary rights and confidentiality notices on any such

approved copies, in the same manner in which such notices were set forth in or on the original. Recipient shall immediately notify the Discloser in the event of any unauthorized use or disclosure of the Confidential Information.

5. No Obligation. Nothing herein shall obligate the Discloser or Recipient to proceed with the Opportunities or any other transaction or business arrangement between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Opportunities.

6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". DISCLOSER MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Recipient shall be and remain the property of Discloser and shall be promptly returned to Discloser upon Discloser's request.

8. No License. Nothing in this Agreement is intended to grant any rights to Recipient under any patent, mask work right or copyright of Discloser, nor shall this Agreement grant Recipient any rights in or to Confidential Information except as expressly set forth herein.

9. Term. This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Recipient.

10. Remedies. Recipient agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Discloser, entitling Discloser to obtain injunctive relief in addition to all legal remedies.

11. Governing Law; Jurisdiction. This Agreement will be governed and construed in accordance with the laws of the State of Colorado and the federal laws of the United States of America, without regard to conflict of law principles. The parties further agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of Colorado, and each of Inner-Sol Inc. and Company hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.

12. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

13. Severability. In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this agreement shall remain valid and enforceable as though such term were absent upon the date of its execution.

AGREED AND ACCEPTED:

Inner-Sol Inc.

Client _____

By: _____

By: _____

Name: Steve Herrera

Name: _____

Title: CEO

Title: _____