

VIDA THERAPY INC.

VOLUNTEER CONFIDENTIALITY AGREEMENT

This Volunteer Program confidentiality agreement, known as the "Agreement," Is between _____, hereinafter known as the "Volunteer," and _____, hereinafter known as the "Sponsor". Collectively, the volunteer and sponsor shall be known as the "Parties", agree as follows:

_____ **1. KNOWLEDGE AND EXPERIENCE.** The sponsor shall be recognized as the individual or entity that provides a position to the volunteer in order to obtain knowledge and experience in an industry that will merit justification of value in accordance with local and federal laws, hereinafter known as the "Volunteer Program." Volunteer agrees to serve unpaid for the volunteer Program and to comply with any and all required policies of the sponsor and its volunteer Program. The volunteer shall not possess the authorization to represent themselves as an employee of the sponsor at any time.

_____ **2. CONFIDENTIAL INFORMATION.** Confidential information shall include, but not be limited to, documents, records, information and data (whether verbal, electronic or written), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, patent applications, know-how, experimental results, specifications, and other business information relating to sponsor's business, assets, operations or contracts, furnished to volunteer and/or volunteer's affiliates, officers, owners, agents, consultants or representatives, in the course of their efforts, regardless of whether such confidential information has been expressly designated as confidential or proprietary. confidential information also includes any and all analyses, compilations, products, studies, and other data or material prepared by or in the possession or control of the volunteer which contain, include, refer to or otherwise reflect or are generated from any confidential information. confidential information may be provided in written, oral, electronic, or other form. volunteer acknowledges that no representation or warranty, expressed or implied, has been or is made by or on behalf of sponsor as to the accuracy or completeness of any of the confidential information furnished to the volunteer.

_____ **3. FORM OF DISCLOSURE.** Confidential information may be oral, visual, or by demonstration or in some other form not permanently recorded and shall be considered confidential information regardless of whether such confidential information has been expressly designated as confidential or proprietary.

_____ **4. PERIOD OF CONFIDENTIALITY AND NON-USE.** Volunteer shall maintain in strict confidence for a period of _____ from the effective date and not disclose any confidential information it receives from sponsor to any third party or use the confidential information for its own or any other party's benefit, except in furtherance of its obligations to sponsor pursuant to any business transaction it may enter into with sponsor. Volunteer shall use, as a minimum, the same degree of care to avoid disclosure or use of the

confidential information as it employs with respect to its own confidential, proprietary and secret information of like importance, but in any case using no less than a reasonable degree of care. Volunteer shall limit access to all confidential information to only those of volunteer's personnel, agents and representatives who "need to know" such information for carrying out volunteer's obligations to sponsor pursuant to any business transaction it may enter into with sponsor, and the confidential information will be used only for carrying out volunteer's obligations to sponsor pursuant to any business transaction it may enter into with sponsor. Volunteer shall ensure that anyone who is given access to the confidential information by or on behalf of volunteer shall be bound by and shall comply with the terms of this agreement.

_____ **5. EXCLUSIONS.** Information shall not be deemed confidential information, and volunteer shall have no obligation of confidentiality or restriction against use with respect to any information which:

5.1. was known, in the possession of or documented by volunteer through no wrongful act and prior to sponsor's disclosure of such information to volunteer;

5.2. becomes publicly known through no wrongful act of volunteer and/or through no breach of any obligation to sponsor;

5.3. is rightfully received from a third party who is not subject to restrictions regarding the use and disclosure of such information in favor of sponsor; or

5.4. is approved for release by written authorization from the sponsor; provided that, unless notice of said prior knowledge and possession or receipt from a third party is given to sponsor within thirty (30) days of receipt of the information from the sponsor or from a third party, respectively, it shall be conclusively presumed that the said information was not previously in the volunteer's knowledge and possession or received from a third party.

_____ **6. DISCLOSURES REQUIRED BY LAW.** In the event volunteer is requested or required by a government or court order, or similar process, to disclose any confidential information supplied to it by sponsor, volunteer shall provide the sponsor with prompt notice of such request so that sponsor may seek an appropriate protective order and/or waive volunteer's compliance with the provisions of this agreement.

_____ **7. INDEMNIFICATION.** Volunteer shall reimburse, indemnify and hold harmless sponsor and its affiliates, owners, employees, officers, directors, agents and representatives from any damage, loss, penalty, cost or expense incurred by sponsor as a result of or in connection with the use or disclosure of the confidential information contrary to the terms of this agreement by volunteer or its affiliates, employees, directors, officers, owners, consultants, agents or representatives or any others to whom such confidential information has been disclosed by any such persons or entities. The term "affiliates" as used in this agreement shall mean any persons, corporations, partnerships, limited liability companies, or other business entities, which directly or indirectly control, are controlled by, or are in common control with such party to this

agreement. As used herein, the term, "Control" shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities, by contract or otherwise).

_____ **8. NO PUBLIC COMMENT.** Volunteer shall not directly or indirectly make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure to any third party of any confidential information or of any matter relating to the subject matter or purpose or any transactions contemplated by the parties in connection therewith, without the prior written consent of sponsor.

_____ **9. NOTICE OF UNAUTHORIZED USE OR DISCLOSURE.** Volunteer shall notify sponsor immediately upon discovery of any unauthorized use or disclosure of confidential information or any other breach of this agreement by volunteer or any third party, and will cooperate with sponsor in every reasonable way to help regain possession of the confidential information and prevent its further unauthorized use or disclosure.

_____ **10. OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION.** All confidential information disclosed to volunteer shall be and remain the property of sponsor. Upon sponsor's written request, volunteer shall promptly return all confidential information (including all originals, copies, reproductions, and summaries of such confidential information), or certify its destruction in writing, and keep the same confidential and secret in accordance with this agreement.

_____ **11. NO LICENSE.** Nothing contained in this agreement shall be construed as granting or conferring to volunteer any rights or license or otherwise, either expressly or by implication, in or to any confidential information disclosed by sponsor to volunteer as a result of this agreement, including, without limitation, rights or license under any present or future patent, patent application, copyright, trademark, service mark, trade secret or other proprietary information owned, licensed or controlled by sponsor.

_____ **12. SURVIVAL.** Volunteer's obligations of non-disclosure pursuant to the terms of this agreement shall survive until all confidential information has been returned to sponsor or the destruction thereof has been certified to sponsor in writing.

_____ **13. RELATIONSHIP.** This agreement shall not be construed as a joint venture, pooling arrangement, partnership, teaming effort or agency arrangement but each party hereto shall be considered as an independent contractor responsible for its own expenses and financial obligations incurred in the performance of this agreement.

_____ **14. NO WAIVER.** Neither party waives any rights in invention or development lawfully possessed by it at the time of signing this agreement. In addition, this agreement does not imply any waiver of any rights or action under the patent, trademark, copyright, trade secret, unfair competition, fair trade or related laws. Failure to enforce any provision of this agreement shall not constitute a waiver of any term hereof.

_____ **15. BINDING AGREEMENT.** This agreement shall be binding upon volunteer and its subsidiaries, successors, assigns, legal representatives, and all corporations controlling the volunteer or controlled by the volunteer and shall inure to the benefit of sponsor and its subsidiaries, successors, assigns, legal representatives, and all corporations controlling sponsor or controlled by sponsor.

_____ **16. INJUNCTIVE RELIEF.** Volunteer understands and agrees that any use or dissemination of confidential information in violation of this agreement will cause sponsor irreparable harm, and that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of confidential information, and that the sponsor may be left with no adequate remedy at law; therefore, sponsor shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedy for any breach of this agreement but shall be in addition to all other remedies available at law or in equity.

_____ **17. PREVAILING PARTY.** If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses.

_____ **18. GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to principles of conflict or choice of laws, and volunteer consents to venue and jurisdiction in and by the state and federal courts in the jurisdiction of the sponsor.

_____ **19. ASSIGNMENT.** This agreement may not be assigned by volunteer without the prior written consent of sponsor.

_____ **20. ENTIRE AGREEMENT.** This agreement contains the entire understanding between the parties relative to the protection of confidential information and supersedes all prior and collateral communications, reports, and understanding between the parties in respect thereto. No change, modification, alteration or addition to any provision shall be binding unless it is in writing and signed by an authorized representative of both parties.

_____ **21. SEVERABILITY.** If a court of competent jurisdiction makes a final determination that any provision of this agreement (or any portion thereof) is invalid, illegal or unenforceable for any reason whatsoever, and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be perfected has been exhausted, (i) the validity, legality and enforceability of the remaining provisions of this agreement shall not in any way be affected or impaired thereby; and (ii) to the fullest extent possible, the provisions of this agreement shall be construed so as to give effect to the intent manifested by the provisions held invalid, illegal or unenforceable.

_____ **22. HEADINGS.** The headings in this agreement are for reference purposes only and shall not limit or otherwise affect the meaning of the provisions.

_____ **23. COUNTERPARTS.** This agreement may be executed in one or more counterparts including signing a facsimile copy. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

In witness whereof, I, the volunteer, have read the above agreement and agree to its terms.

Volunteer's Signature X _____ **Date** _____

Print Name _____

Sponsor's Signature X _____ **Date** _____

Print Name _____