

MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (this “**Agreement**”) is effective as of this _____, 20__ (the “**Effective Date**”) between Fortem Technologies, Inc., a Delaware corporation, and _____. A party disclosing information under this Agreement will be referred to as “**Discloser**,” and a party receiving information under this Agreement will be referred to as “**Recipient**.”

1. Confidential Information. For purposes of this Agreement, “**Confidential Information**” means all confidential and/or proprietary information disclosed or made available by Discloser to Recipient, including but not limited to, business plans, financial data, employee data, customer lists, forecasts, strategies, other business information, software code, diagrams, algorithms, computer programs, unpublished patent applications, know-how, specifications, designs, drawings, diagrams, schematics, processes, trade secrets, inventions, technology, discoveries, ideas, concepts, know-how, techniques, materials, formulae, compositions, and/or other technical information. Confidential Information may be that of Discloser or of third parties to whom Discloser has an obligation to treat the disclosed information as confidential. Confidential Information also includes copies, notes, abstracts and other tangible embodiments made by Recipient that are based on or contain any of such information.

2. Identification of Confidential Information. Information will be considered to be Confidential Information and protected under this Agreement if it is identified as “confidential” or “proprietary” at the time of disclosure or if the information should reasonably be considered to be confidential or proprietary due to its nature or the context of its disclosure.

3. Protection of Confidential Information. Recipient acknowledges that Discloser claims that its Confidential Information is a valuable and unique asset and agrees to the following:

(a) For a period of five (5) years following disclosure of such Confidential Information, Recipient (i) will not disclose the Confidential Information to any third party; (ii) will not disclose the Confidential Information to its employees unless the employees have a need to know the Confidential Information for the Purpose (as defined below) and are bound by a written confidentiality agreements with terms at least as protective of Discloser as the terms herein; and (iii) will use the Confidential Information only for the Purpose and will not use it for the benefit of Recipient or any third party. Recipient will use the same degree of care to protect the Confidential Information from unauthorized use or disclosure as it would use to protect its own information of a similar nature, but in no event with less than reasonable care.

(b) Recipient’s obligations under this Agreement with respect to particular information do not apply to the extent that: (i) Discloser authorizes Recipient in writing to disclose such information; (ii) Recipient knows such information at the time of disclosure by Discloser, free of any obligation to keep it confidential, as evidenced by written records; (iii) such information enters the public domain without fault of Recipient; (iv) Recipient independently develops such information without access to or use of the Confidential Information, as evidenced by written records; or

(v) Recipient rightfully obtains such information from a third party who has the right to disclose it without violation of any confidentiality obligations. However, even if certain information is already known, Discloser’s use of it (including the fact of Discloser’s use and the manner and results of use) may not be and thus would be considered to be Confidential Information.

(c) If Recipient is subject to judicial or governmental proceedings requiring disclosure of Confidential Information, then, prior to any such disclosure, Recipient will provide Discloser with reasonable prior notice and will obtain, or provide Discloser with an opportunity to obtain, a protective order or confidential treatment of the Confidential Information.

(d) Recipient will not (i) transfer, assign or sublicense any rights in the Confidential Information in any form to any other person, (ii) make available prototypes or samples incorporating Confidential Information to any third party, (iii) modify, translate, reverse engineer, decompile or disassemble, or create derivative works of, any Confidential Information, or (iv) copy any software or accompanying documentation that is part of the Confidential Information. Recipient will not file any application for patent, industrial design, copyright or trademark, or register any invention, process, technique or any other right of intellectual property that can be protected under the terms of any law, that is based on or incorporates any Confidential Information.

4. Purpose. Recipient may only use the Confidential Information of Discloser for the limited purpose of evaluating business opportunities between Discloser and Recipient (the “**Purpose**”).

5. Return of Confidential Information. All Confidential Information furnished under this Agreement, and all proprietary rights with respect thereto, remain the property of Discloser. All Confidential Information will be returned to Discloser or destroyed at Discloser’s request. Within ten (10) days of receiving such a request from Discloser, Recipient will comply with the request and provide a written certification, signed by an officer, of its compliance.

6. No License or Warranty. No license under any patents, copyrights, trademarks or other proprietary rights is granted by the disclosure of any Confidential Information under this Agreement. ALL INFORMATION IS PROVIDED “AS IS”, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO A WARRANTY THAT IT IS ACCURATE OR COMPLETE OR A WARRANTY AGAINST INFRINGEMENT.

7. No Inducement or Commitment. The relationship of the parties is that of independent contractors, and nothing in this Agreement will create any partnership, joint venture or similar relationship between the parties. Discloser will determine in its sole discretion the information to be disclosed to Recipient. Neither the disclosure nor access to

Confidential Information under this Agreement constitutes an inducement or commitment to enter into any business relationship. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement.

8. Term and Termination. This Agreement will be effective from the Effective Date and will continue until written notice of termination is provided by either party to the other. All provisions of this Agreement relating to Confidential Information disclosed pursuant to this Agreement prior to termination will survive such termination.

9. Assignment and Binding Effect. Recipient may not assign this Agreement without the Discloser's prior written consent, except in connection with a transfer of all or substantially all of the business or assets of Recipient. Any assignment in violation of this Agreement will be void. This Agreement benefits and binds the parties and their respective successors and permitted assigns.

10. Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, exclusive of its choice of law principles. The parties agree that the state and federal courts located in San Francisco, California have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement. Recipient acknowledges that its breach of this Agreement will result in immediate and irreparable harm to Discloser for which there will be no adequate remedy at law and that Discloser will be entitled to seek equitable relief (without bond or other security) to compel performance by Recipient.

11. Entire Agreement. This Agreement is the entire understanding and supersedes any and all prior and

FORTEM TECHNOLOGIES, INC.

By: _____

Address: 1064 S. North County Blvd 6th Floor
Pleasant Grove, Utah 84062

contemporaneous agreements (oral or written), between the parties regarding this Agreement's subject matter. This Agreement may not be modified except by a writing that both parties sign. A party's failure to require performance will not affect the party's right to require such performance at any later time. If any part of this Agreement is unenforceable, the rest will remain in effect.

12. Compliance with United States Export Control Laws and Regulations. The Recipient represents and warrants that no technical data or other defense articles delivered to it by the Discloser shall be exported from the United States without first complying with all the requirements of the International Traffic in Arms Regulations and the Export Administration Act, including the requirement for obtaining an export license, if applicable. The exportation of classified technical data or other defense articles requires the Recipient to comply with the requirements of not only the International Traffic in Arms Regulations and the Export Administration Act, but also DOD 5220.00-M. The Recipient shall first obtain the written consent of the Discloser prior to submitting any request for authority to export any such technical data or other defense articles.

13. General. Any notice under this Agreement, if sent to the party entitled to such notice at the address set forth below, will be deemed to have been provided three (3) business days after the notice is sent by certified mail (postage prepaid), or the next business day if the notice is sent by nationally recognized courier, or the day of delivery if sent by facsimile or email (with confirmation). The prevailing party in any legal action relating to this Agreement will be entitled to recover costs and expenses, including reasonable legal fees.

[NAME OF OTHER PARTY]

By: _____

Title: _____

Address: _____