

**MUTUAL NON-DISCLOSURE AGREEMENT  
AND CONFIDENTIALITY AGREEMENT**

This Agreement is made as of the \_\_\_ day of \_\_\_, 2017 by and between **Absolute Resolutions Corporation** ("ARC"), a California corporation with its principal office at 1455 Frazee Road, Ste. 550, San Diego, CA 92108, and \_\_\_\_\_ ("Company") a \_\_\_\_\_ [corporation/lc], with its principal office at \_\_\_\_\_ . These parties may be referred to individually as "Party" or collectively as "Parties" throughout this Agreement.

WHEREAS, ARC and Company desire to enter into discussions regarding a potential business transaction (the "Potential Transaction") and as part of the Potential Transaction the Parties may engage in discussions with respect thereto and may explore whether or not to proceed with one or more agreements between the Parties resulting from such discussions; and

WHEREAS, in the course of exploring such Potential Transaction, the Parties may receive information from each other which is confidential in nature; and

WHEREAS, the Parties desire to maintain the confidential nature of such information.

NOW THEREFORE, in consideration of the foregoing and the promises and mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. "Confidential Information" shall mean all information relating to a Potential Transaction that is nonpublic, confidential or proprietary in nature and which may include, but is not limited to, information about or concerning that Party's: (a) financial condition and projections; (b) business ventures and strategic plans; (c) marketing strategies and programs; (d) customers and prospective customers, including nonpublic personal information; (e) strategic insights, statistical models, technical know-how, and methods and procedures for operation; (f) any other information which is or should reasonably be understood to be confidential or proprietary to the Discloser.
2. Confidential Information of the Discloser will be used solely for the purpose of evaluating or consummating the Transaction, or otherwise for the benefit of the Discloser and will not, without the prior written consent of the Discloser, be divulged, furnished or otherwise disclosed, orally or in writing, except that the Confidential Information or portions thereof may be disclosed to the Recipient's employees, officers, directors, legal counsel, accountants or financial advisors and employees, officers, directors, legal counsel accountants and financial advisors of its parent or any subsidiary or affiliated companies (collectively, "Representatives") with a need to know such Confidential Information for the Potential Transaction and who are subject to this or another equally restrictive non-disclosure or confidentiality agreement. The Recipient shall use the same measures to avoid publication, disclosure or dissemination as the Recipient uses with similar information of its own which it desires not to have published, disclosed or disseminated.
3. The Recipient shall have no obligation of confidentiality with respect to such information and documentation furnished by the other Party which:
  - a) becomes publicly known (including from any trade or industry group) through no act of the Recipient;
  - b) is received from a third party without similar restriction and without breach of this Agreement;
  - c) is approved in writing for release by the Discloser thereof;
  - d) is developed independently by the Recipient without the use of Confidential Information;or
  - e) is disclosed pursuant to the lawful requirement of a governmental agency or is disclosed as required by law, regulation, supervisory authority or other applicable judicial or governmental order provided that, unless otherwise prohibited from doing so, prior to the Recipient making such

disclosure, it shall give both prior oral and written notice to the Discloser of the Confidential Information so that such Discloser may seek a protective order or other appropriate remedy.

4. If Recipient or any of its Representatives shall be under a legal obligation in any administrative or judicial circumstance to disclose any Confidential Information, the Recipient shall give the Discloser prompt notice thereof so that the Discloser may seek a protective order and/or waive the duty of nondisclosure; provided that in the absence of such order or waiver, if the Recipient or any such Representative shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure pursuant to the order of such tribunal may be made by the Recipient or its Representative without liability hereunder.
5. Neither Party will, without the prior written consent of the other, disclose to any person, other than to its Representatives on a confidential basis, the fact that any Confidential Information has been made available or that discussions are taking place concerning the Transaction or any of the terms of or other facts regarding the Transaction.
6. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, express, implied, or otherwise, for any invention, discovery or improvement made, conceived or acquired prior to or after the date of this Agreement.
7. Both Parties agree that this Agreement and/or the receipt of such Confidential Information shall not in any way imply any commitment on either Party's behalf to enter into the Transaction or any other business transaction with the other Party. Such a commitment, if any, will occur only when a formal agreement between both Parties has been duly executed. Accordingly, unless under this Agreement, neither Party shall have any liability to the other Party in the event no signed agreement between the Parties is entered into relating to a Transaction.
8. All Confidential Information transmitted hereunder shall be and remain the property of the Discloser, and all documentation provided which includes such Confidential Information and any copies thereof, shall be promptly returned to the Discloser upon written request or destroyed at Recipient's option. In the event either Party elects not to proceed with the discussion pertaining to the Transaction, each Recipient shall promptly redeliver to the Discloser all material containing Confidential Information of the Discloser, if any, or, at the Discloser's election, promptly certify in writing to the Discloser that all such material has been destroyed. Upon a return or destruction by the Recipient of Confidential Information at the request of the Discloser thereof or as required hereunder, the Recipient will destroy all copies of all tangible materials prepared by it or its Representatives that contain all or any portion of Confidential Information, in original or summary form. Notwithstanding the foregoing, Recipient may retain such limited media and materials containing Confidential Information of the Discloser for customary archival and audit purposes (including with respect to regulatory compliance) only for reference with respect to prior dealings between the Parties. In any event, all Confidential Information and all such tangible materials will remain subject to this Agreement.
9. The Parties acknowledge that the unauthorized disclosure, use or disposition of Confidential Information could cause irreparable harm and significant injury which may be difficult to ascertain. Accordingly, the parties agree that the Discloser thereof shall have the right to seek an immediate injunction in the event of any breach of this Agreement, in addition to any other remedies that may be available to the Discloser at law or in equity.
10. Each Party has endeavored to include in the Confidential Information furnished hereunder materials which it believes to be reliable and relevant for the purposes of the other's evaluation, but such Party does not make any representation or warranty as to the accuracy or completeness of any Confidential Information which is so provided, and neither such Party nor any of its Representatives shall have any liability to the other Party or its Representatives resulting from the use of such Confidential Information by such other Party or its Representatives.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, and shall govern all Confidential Information received by either Party from the other, including Confidential Information of the other's affiliates, if provided, and shall remain effective for a period of three (3) years, provided, however, that obligations regarding personally identifiable borrower information shall survive for so long as required to ensure compliance with any applicable privacy and data security laws. Additionally, for as long as a party continues to possess or control the Confidential Information furnished by the other party, and for so long as the Confidential Information remains unpublished, confidential and legally protectable as the intellectual property of the disclosing Party, except as otherwise specified herein, the Recipient shall make no use of such Confidential Information whatsoever, notwithstanding the expiration of this Agreement. This Agreement does not require either Party to disclose or to receive Confidential Information. Neither party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without the prior written consent of the other. Any attempt to do so is void.
  
12. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California, and may not be modified, amended or terminated, in whole or in part, except in writing signed by the parties hereto. Each party hereby irrevocably waives the right to a trial by jury in any action, proceeding or counterclaim (whether based in contract, tort or otherwise) arising out of, under or in connection with the Agreement, or any course of conduct, course of dealing, statement or action related hereto.
  
13. A copy of this Agreement produced from any electronic format is legally equivalent to the original for any and all legal purposes, including litigation.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized Representatives of the date first above written.

<p><b>ABSOLUTE RESOLUTIONS CORP.</b></p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p>
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<p>Company: _____</p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p>
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