

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into as of _____, 20____ (the "Effective Date") by and between **CLMB LLC**, a Wyoming limited liability company doing business as CLMB Ventures ("CLMB Ventures"), and _____, a _____ [state] _____ [entity type] (the "Company"). CLMB Ventures and the Company are each a "party."

1. Purpose. The parties wish to exchange information solely to evaluate a potential investment by CLMB Ventures, or by a special purpose vehicle that CLMB Ventures organizes or manages, in the Company (the "Purpose").

2. Confidential Information. "Confidential Information" means non-public business, financial, technical, product, formulation, customer, supplier, manufacturing, and capitalization information that one party (the "Discloser") provides to the other (the "Recipient") in connection with the Purpose and that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure.

3. Exclusions. Confidential Information does not include information that the Recipient can show (a) is or becomes publicly available through no breach of this Agreement; (b) was known to the Recipient without restriction before receipt from the Discloser; (c) is received from a third party without a duty of confidentiality; or (d) is independently developed by the Recipient without use of the Discloser's Confidential Information.

4. Obligations. The Recipient will (a) use Confidential Information only for the Purpose; (b) protect it with at least the same degree of care it uses for its own confidential information, and no less than reasonable care; and (c) not disclose it except as permitted in Section 5.

5. Permitted Disclosures. The Recipient may disclose Confidential Information to its managers, members, employees, attorneys, accountants, and advisors, and, in the case of CLMB Ventures, to prospective co-investors and members of a special purpose vehicle being formed to invest in the Company, in each case only to those who need to know it for the Purpose and who are bound by confidentiality obligations at least as protective as these. The Recipient is responsible for any breach by those persons.

6. Compelled Disclosure. If the Recipient is required by law, regulation, subpoena, or court order to disclose Confidential Information, it will, where legally permitted, give the Discloser prompt notice so the Discloser may seek a protective order, and will disclose only the portion legally required.

7. Investment Activities. The Company acknowledges that CLMB Ventures and its principals review and invest in many companies, some of which may develop products or operate in markets similar to or competitive with the Company. Nothing in this Agreement restricts CLMB Ventures from evaluating, investing in, or advising any other company, provided it does not use or disclose the Company's Confidential Information in breach of this Agreement. The general knowledge, skills, and experience retained in the unaided memory of the Recipient's personnel are not restricted by this Agreement.

8. No Obligation; No License. This Agreement does not obligate either party to proceed with any investment or transaction, and either party may end discussions at any time. No license or other right in any patent, trademark, copyright, trade secret, or other intellectual property is granted by this Agreement.

9. No Warranty. All Confidential Information is provided "as is." Neither party makes any representation or warranty as to its accuracy or completeness, except as may be set out in a definitive written agreement.

10. Return or Destruction. Upon the Discloser's written request, the Recipient will promptly return or destroy the Discloser's Confidential Information, except that the Recipient may retain copies as required by law, regulation, or bona fide document-retention policies, and copies in automatic electronic backups, all of which remain subject to this Agreement.

11. Term. This Agreement covers disclosures made during the twelve (12) months following the Effective Date. The Recipient's obligations continue for two (2) years after the last disclosure, except that obligations for any information that constitutes a trade secret continue for as long as it remains a trade secret under applicable law.

12. Remedies. Unauthorized use or disclosure of Confidential Information may cause irreparable harm. The Discloser may seek injunctive relief, in addition to any other remedies, without posting a bond.

13. Governing Law. This Agreement is governed by the laws of the State of Utah, without regard to its conflict-of-laws rules. The state and federal courts located in Utah have exclusive jurisdiction over any dispute arising under this Agreement.

14. General. This Agreement is the entire agreement of the parties on its subject and supersedes all prior understandings on that subject. It may be amended only in a writing signed by both parties. It may be signed in counterparts and electronically, and each counterpart is an original. If any provision is held unenforceable, the remainder stays in effect.

The parties have signed this Agreement as of the Effective Date.

CLMB LLC (d/b/a CLMB Ventures)

COMPANY: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____