VarioWipes
Non-Disclosure Agreement (NDA)

This Nondisclosure Agreement or ("Agreement") has been entered into between:

Party <u>Disclosing</u> Information:
Name: Dainis W. Michel
with a mailing address of:
M. M. Dainis W. Michel
Lāčplēša iela 29 dz. 20
Rīga LV 1011
(“Disclosing Party”)

Party <u>Receiving</u> Information:

Name:

with a mailing address of

(“Receiving Party”)

For the purpose of preventing the unauthorized disclosure of ***Confidential VarioWipes Information*** as defined below. The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and Confidential VarioWipes Information ("Confidential VarioWipes Information").

1. **Definition of Confidential VarioWipes Information**. For purposes of this Agreement, "Confidential VarioWipes Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged.

2. **Exclusions from Confidential VarioWipes Information**. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. **Obligations of Receiving Party**. Receiving Party shall hold and maintain the Confidential VarioWipes Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential VarioWipes Information to employees, contractors and third parties as is reasonably required. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential VarioWipes Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential VarioWipes Information immediately if Disclosing Party requests it in writing.

4. **Time Periods**. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential VarioWipes Information in confidence shall remain in effect until the Confidential VarioWipes Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. **Relationships**. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. **Severability**. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. **Integration**. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.

8. **Waiver**. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9. **Notice of Immunity**. Employee is provided notice that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

DISCLOSING PARTY

Signature: _____ Date: _____

Typed or Printed Name: _____ City: _____

RECEIVING PARTY

Signature: _____ Date: _____

Typed or Printed Name: _____ City: _____