

INNOVATOR

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

This agreement (the “Agreement”) is entered into by

VIRALL (“Company”), address:

And

The Innovator (whose detailed data has been entered through the portal innovator form)

RECITALS

- A. WHEREAS, the parties are in the process of evaluating a potential relationship whereby the Company will retain the services of the Innovator.
- B. WHEREAS, the Innovator possesses certain information and materials which it considers to be highly confidential and proprietary, and which constitute trade secrets.
- C. WHEREAS, the parties acknowledge and agree that assessment of the potential business relationship between the parties may require disclosure of certain confidential and proprietary information to the Company.
- D. WHEREAS, Innovator wishes to assure that upon completion of the review of the potential business relationship or termination of discussions between the parties that the confidential and proprietary information is returned to the Innovator.

NOW THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. Innovator’s Trade Secrets

In the performance of the Company’s job duties with the Innovator, the Company will be exposed to Innovator’s Confidential Information. “Confidential Information” means information or material that is commercially valuable to the Innovator and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

- (a) technical information concerning the Innovator's products and services, including product know-how, formulas, designs, devices, diagrams, prototype, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;
- (b) information concerning the Innovator's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
- (c) information concerning the Innovator's team, including information or material, salaries or fees, strengths, weaknesses, and skills;
- (d) information submitted by the Innovator's customers, suppliers, consultants or co-venture partners with the Innovator for study, evaluation or use; and
- (e) any other information not generally known to the public, that could reasonably be expected to adversely affect Innovator's business if misused or disclosed.

2. Nondisclosure of Trade Secrets

- (a) The Company shall keep the Innovator's Confidential Information prepared or developed by the Innovator, in the strictest confidence. The Company will not disclose such information to anyone without the Innovator's prior written consent. Nor will Company make use of any Confidential Information for the Company's own purposes.
- (b) The Innovator should declare that the information or material to present is the Innovator's full proprietary and right, and not stolen or belongs to another party, while the Company is not liable in case the information or material is not rightfully owned by the Innovator.

3. Confidential Information of Others

The Company will not disclose to the Innovator, use the Innovator's business, or cause the Innovator to use, any trade secret of others. VIRALL has the right to share the innovator's information and or material with our mentors and partners for the purpose of evaluation, potential sale, etc. however, the innovator shall be protected via back to back agreement with these parties.

4. Return of Materials

When the Company's agreement with the Innovator ends, for whatever reason, the Company will promptly deliver to the Innovator all originals and copies of all documents, records, software

programs, media and other materials containing any Confidential Information. The Company will also return to the Innovator all equipment, prototypes, files, software programs and other personal property belonging to the Innovator, in addition to the output received from a third party involved, if any.

5. Confidentiality Obligation

The Company's obligation to maintain the confidentiality and security of Confidential Information remains even after the agreement with the Innovator ends and continues for so long as such Confidential Information remains a trade secret. The Confidentiality Obligation of the Company extends to cover the patent or not patent ideas presented by the Innovator, and the Company may not solicit opinion, advice or consulting from a third party regarding these ideas or Confidential Information without written approval of the Innovator, while the third party should be acceptable to the Company and Innovator, and sign this agreement too.

6. General Provisions

(a) Relationships: Nothing contained in this Agreement shall be deemed to make the Company a partner or joint venture of the Innovator for any purpose. However, another Agreement with the Company will rule and organize this relationship when such a partnership exists.

(b) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as the best to effect the intent of the Innovator and the Company.

(c) 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 a writing signed by both the Innovator and the Company.

(d) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(e) Injunctive Relief: Any misappropriation of any of the Confidential Information in violation of this Agreement may cause the Innovator irreparable harm, the amount of which may be difficult to ascertain, and therefore the Company agrees that the Innovator shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as the Innovator deems appropriate. This right is to be in addition to the remedies otherwise available to the Innovator.

(f) Indemnity: The Company agrees to indemnify the Innovator against any and all losses, damages, claims or expenses incurred or suffered by the Innovator as a result of the Company's breach of this Agreement.

(g) Governing Law. This Agreement shall be governed in accordance with the laws of Hashemite Kingdom of Jordan. The Company consents to the exclusive jurisdiction and venue of the courts located in Hashemite Kingdom of Jordan in any action arising out of or relating to this Agreement. The Company waives any other venue to which the Innovator might be entitled by domicile or otherwise.

(h) Successors & Assigns. This Agreement shall bind each party's heirs, successors and assigns. The Innovator may assign this Agreement to any party at any time. The Company shall not assign any of his or her rights or obligations under this Agreement without the Innovator's prior written consent. Any assignment or transfer in violation of this section shall be void.

7. Signatures

This agreement is considered effective and binding to both the Innovator and VIRALL once the innovator acknowledges this agreement as part of filling and submitting the innovator's form on the company's portal.