

MENTOR

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

This agreement (the “Agreement”) is entered into by **VIRALL** (“Company”),

The Mentor (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 Mentor.
- B. WHEREAS, the Company 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 of this confidential and proprietary information to the Mentor.
- D. WHEREAS, Company 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 Company.

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. Company’s Trade Secrets

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

(a) technical information concerning the Company’s products and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;

- (b) information concerning the Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and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 Company's Mentors, including information or material, salaries or fees, strengths, weaknesses, and skills;
- (d) information submitted by the Company's customers, suppliers, Mentors, consultants or co-venture partners with the Company for study, evaluation or use; and
- (e) any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business.

2. Nondisclosure of Trade Secrets

The Mentor shall keep the Company's Confidential Information, whether or not prepared or developed by a Mentor, in the strictest confidence. The Mentor will not disclose such information to anyone outside the Company without the Company's prior written consent. Nor will Mentor make use of any Confidential Information for Mentor's own purposes or the benefit of anyone other than the Company.

3. Confidential Information of Others

The Mentor will not disclose to the Company, use in the Company's business, or cause the Company to use, any trade secret of others.

4. Return of Materials

When the Mentor's assignment with the Company end, for whatever reason, the Mentor will promptly deliver to the Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. The Mentor will also return to the Company all equipment, files, software programs and other personal property belonging to the Company, in addition to the output received from a third party involved, if any.

5. Confidentiality Obligation

The Mentor's obligation to maintain the confidentiality and security of Confidential Information remains even after the Mentor's assignment by the Company ends and continue for so long as such Confidential

Information remains a trade secret. The Confidentiality Obligation of the Mentor extends to cover the patent or not patent ideas presented by the Company innovators, entrepreneurs, clients or prospects, and Mentor may not solicit opinion, advice or consulting from a third party in regard to these ideas or Confidential Information without a written approval of the Company, while the third party should be acceptable to the Company and signs this agreement too.

6. General Provisions

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

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

(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 Company and the Mentor.

(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 Company irreparable harm, the amount of which may be difficult to ascertain, and therefore the Mentor agrees that the Company 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 Company deems appropriate. This right is to be in addition to the remedies otherwise available to the Company.

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

(g) Governing Law. This Agreement shall be governed in accordance with the laws of Hashemite Kingdom of Jordan. The Mentor 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 Mentor waives any other venue to which the Mentor might be entitled by domicile or otherwise.

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

7. Signatures

The Mentor has carefully read all of this Agreement and agrees that all of the restrictions set forth are fair and reasonably required to protect the Company's interests. This agreement is considered effective and binding to both the Mentor and VIRALL once the Mentor acknowledges this agreement as part of filling and submitting the Mentor's form on the company's portal.