

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement"), entered into this the ____ day of _____ 2019, and between Walden 3-D, Inc., a Texas Corporation, whose address is 2155 W 700 S #31, Cedar City, Utah 84720, (hereinafter referred to as the "Disclosing Party") and Southern Utah University, whose address is 351 W University Blvd, Cedar City, UT 84720, (hereinafter referred to as the "Receiving Party"). Entities named above may also be referred to herein individually as "Party" or collectively as "Parties".

1. In connection with the Receiving Party's desire to explore the possibility of entering into a transaction with the Disclosing Party (the "Transaction"), the Disclosing Party has furnished and will be furnishing certain Confidential Information, which may include, but is not necessarily limited to patent application plans; specifics about spatial, temporal, process, and data type indices; geological and geophysical data, maps, models, and interpretations; and names of associated parties, consultants, technologies and discoveries, and commercial, contractual, and financial information, to the Receiving Party. The term "Confidential Information" shall mean all information disclosed to the Receiving Party during the term of this Agreement which is in tangible form and clearly marked at the time of disclosure as being confidential. Confidential Information that is transmitted orally or visually must be identified at the time of initial disclosure as being confidential, summarized in writing (with the summary marked as being confidential or proprietary) and transmitted to the Receiving Party by the Disclosing Party within fifteen (15) days after the initial disclosure.
2. In consideration of the disclosure referred to in Paragraph 1 hereof, the Receiving Party agrees that the Confidential Information shall be kept confidential and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy, reproduction, or electronic media, without the Disclosing Party's prior written consent, except as provided in this Agreement.
3. Confidential Information shall not include information that:
 - (a) is already known to the Receiving Party as of the date of disclosure hereunder from a source other than the Disclosing Party;
 - (b) is already in possession of the public or becomes available to the public other than through an act or omission of the Receiving Party or of any other person to whom Confidential Information is disclosed pursuant to this Agreement;
 - (c) is required to be disclosed under applicable law, stock exchange regulations, or by a governmental order, decree, regulation or rule (provided that the Receiving Party shall make all reasonable efforts to give prompt written notice to the Disclosing Party prior to such disclosure); or
 - (d) is independently developed for the Receiving Party by employees, consultants or agents of the Receiving Party who have not had access to any Subject Information or is acquired independently from a third party that represents that it has the right to disseminate such information at the time it is acquired by the Receiving Party.

The Receiving Party shall be entitled to disclose the Confidential Information without the Disclosing Party's prior written consent to those of its employees, affiliates, consultants and representatives with a clear need to know in order to evaluate the Transaction. However, prior to making any disclosures to such persons, the Receiving Party shall obtain, if the employment agreement does not cover Intellectual Property Rights, an undertaking of confidentiality, substantially in the same form and content as this Agreement.

4. The Receiving Party and its permitted disclosees shall only use or permit the use of the Confidential Information disclosed under this Agreement to evaluate the Transaction.
5. The Receiving Party shall be responsible for ensuring that all persons to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person. Neither Party shall be liable in an action initiated by one against the other for special, indirect or consequential damages resulting from or arising out of this Agreement, including, without limitations, loss of profit or business interruptions, however same may be caused.
6. The Receiving Party shall acquire no proprietary interest in or right to the Confidential Information, and the Disclosing Party may demand the return thereof at any time upon giving written notice to the Receiving Party. Within thirty (30) days of receipt of such notice, the Receiving Party shall return all of the original Confidential Information and shall destroy or cause to be destroyed all copies and reproductions (in whatever form, including but not limited to, electronic media) in its possession and in the possession of persons to whom it was disclosed pursuant to this Agreement.
7. The confidentiality obligations and limitations on use set forth in this Agreement shall terminate on the later of TEN (10) YEARS after the date of this Agreement or the date on which disclosure is no longer restricted under the applicable law.
8. The Disclosing Party hereby represents and warrants that it has the right and authority to disclose the Confidential Information to the Receiving Party (or its representatives). THE DISCLOSING PARTY, HOWEVER, MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE QUALITY, ACCURACY AND COMPLETENESS OF THE CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER. THE DISCLOSING PARTY AND ITS OFFICERS, DIRECTORS, AND EMPLOYEES SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO THE USE OF OR RELIANCE UPON THE CONFIDENTIAL INFORMATION BY THE RECEIVING PARTY (OR ITS REPRESENTATIVES).
9. (a) This Agreement shall be governed by and interpreted in accordance with the substantive law of Utah.
(b) Any dispute arising out of or relating to this Agreement, including any question regarding its existence, validity, or termination, which cannot be amicably resolved by the Parties, shall be settled before a sole arbitrator in accordance with the Arbitration Rules of the American Arbitration Association in Salt Lake City, Utah. The resulting arbitral award shall be final and binding without right of appeal, and judgment upon such award may be

entered in any court having jurisdiction thereof. A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect.

10. Unless otherwise expressly stated in writing, any prior or future proposals or offers made in the course of the Parties' discussions are implicitly subject to all necessary management and government approvals and may be withdrawn by either for any reason or for no reason at any time. Nothing contained herein is intended to confer upon the Receiving Party any right whatsoever to the Disclosing Party's interest in the Confidential Information.
11. No amendments, changes, or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties hereto.
12. This Agreement comprises the full and complete agreement of the Parties hereto with respect to the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings, and agreements between the Parties hereto relating to the Confidential Information, whether written or oral, expressed or implied.
13. The Receiving Party may not assign this Agreement. Without limiting the foregoing, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Agreement to be executed on the date first written above.

DISCLOSING PARTY

By: _____

Printed Name: _____

Title: _____

RECEIVING PARTY

By: _____

Printed Name: _____

Title: _____