

hyperCision Inc. Confidentiality Statement

- (A) During the term of an Agreement between hyperCision Inc and a customer, hyperCision Inc., its respective employees, agents and subcontractors (collectively, "hyperCision Inc.") may receive or have access to confidential materials and information of the other party (the "Customer"). All such materials and information in any form, including, without limitation, proposals, client lists, pricing and financial information, business plans and strategies, marketing plans and strategies, employee information, customer and business partner information, technical, scientific and research and development information, and/or data relating to the approval, administration, use or experience of the Customer's products (whether marketed or in development), intellectual property and company policies and procedures, are collectively referred to herein as "Confidential Information" and constitute the exclusive property of the Customer. hyperCision Inc. shall hold in confidence, and shall not disclose to any third party (other than its employees, agents, and subcontractors hereunder) any Confidential Information of the Customer without the prior written consent of the Customer. Confidential Information of a customer shall be deemed to include any materials prepared by hyperCision Inc. in connection with the Services performed hereunder. hyperCision Inc. shall use such Confidential Information only for the purpose for which it was disclosed, and shall disclose Confidential Information received by it under this Agreement only to those employees, agents, and subcontractors who have a need to know such Confidential Information in the course of performing their duties for hyperCision Inc. hereunder, and who are bound by written obligations of confidentiality and non-use at least as restrictive as the provisions in this Agreement. Notwithstanding the foregoing, hyperCision Inc. shall be liable to the Customer for any breach of this agreement by any of its employees, agents, and subcontractors, and agrees, at its sole expense, to use its best efforts to restrain its employees, agents and subcontractors from prohibited or unauthorized disclosure or use of the Confidential Information.
- (B) This agreement shall not apply to Confidential Information which:
- (i) was in the possession of hyperCision Inc. as evidenced by written records pre-dating disclosure under or in connection with this Agreement;
 - (ii) was or becomes generally available to the public other than through the willful or negligent act or omission of the HyperCision Inc. or any of its employees, agents, or subcontractors;
 - (iii) was disclosed to the hyperCision Inc. by a third party who had the legal right to make such disclosure, was not obligated by confidentiality and nonuse obligations and did not bind hyperCision Inc. to such obligations; or

- (iv) was required to be disclosed by hyperCision Inc. to comply with applicable laws or government regulations; provided, however, that hyperCision Inc. immediately notified the Customer in writing of such requested disclosure, gave the Customer the opportunity to prevent or limit the disclosure through appropriate legal means and used its best efforts to maintain the confidentiality of the Confidential Information being disclosed to the greatest extent possible.
- (C) Without limiting either party's remedies in any way, the parties acknowledge and agree that any actual or threatened breach of the confidentiality and non-use obligations in this Agreement relating to the Confidential Information would cause irreparable harm for which remedies at law would not be adequate. Therefore, in the event of any breach or anticipatory breach of this agreement, each party shall be entitled to specific performance and other injunctive and equitable relief without limiting any of its other available rights and remedies.
- (D) The confidentiality obligations of this document will survive the expiration or termination of a client agreement.