

EX-10 5 ex101licenseagr.txt ADDENDUM D Non-Disclosure Agreement MUTUAL NONDISCLOSURE AGREEMENT On this ____ day of _____, _____, a with offices at _____, and Genomics Integrated Wellness Systems, Inc., a Colorado corporation with offices at 21034 E Portland Pl., Aurora, CO 80016, agree as follows: 1. In connection with discussions relating to a business opportunity of mutual interest and in the performance of any agreement between the parties (the "Opportunity"), the parties may find it beneficial to disclose to each other certain Confidential Information (as defined below). A party disclosing Confidential Information (as defined below) is a "Disclosing Party" and a party receiving Confidential Information (as defined below) is a "Receiving Party". As used in this Agreement, "Confidential Information" means all confidential or proprietary information in tangible or intangible form (including, without limitation, financial information, computer programs, code, software, technical drawings, algorithms, protocols, printing specifications, technical expertise, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics, reports, ticket test results, charts, graphs, electrical measurement readings, and technical, business and product development plans and strategies); information disclosed in circumstances of confidence; or information which would be understood by like parties exercising reasonable business judgment at the time of disclosure to be proprietary which is disclosed to or otherwise acquired by the Receiving Party, but does not include information that: (a) is already known to the Receiving Party prior to the date of disclosure; (b) is or becomes generally known to the public domain through no violation of this Agreement by the Receiving Party; (c) is received from an unaffiliated third party without an obligation of nondisclosure or breach of an obligation of confidentiality to the Disclosing Party; or (d) is independently developed by the Receiving Party by personnel who have not had access to the Confidential Information. 2. With respect to Confidential Information of the Disclosing Party, the Receiving Party shall: (a) hold the Confidential Information in confidence and protect it in accordance with the same degree of care with which it protects its own Confidential Information of like importance which it does not wish to disclose, but in no event less than reasonable care; (b) use the Confidential Information only in connection with the discussions or the performance of any agreement between the parties or as may be expressly approved by the Disclosing Party in writing; (c) except in the normal anticipated use thereof, not copy or otherwise duplicate the Confidential Information, or knowingly allow anyone else to copy or otherwise duplicate any of the Confidential Information then under its control without the Disclosing Party's prior written approval. The Receiving Party shall not remove any confidential, proprietary or similar notice from the Confidential Information; (d) restrict disclosure of the Confidential Information solely to those employees with a need to know, and not disclose it to any other parties; (e) require that all employees given access to the Confidential Information agree to maintain the confidentiality thereof, and otherwise comply with the provisions hereof; (f) perform no reverse engineering or any other unauthorized testing or analysis upon such Confidential Information; and (g) upon request of the Disclosing Party, immediately return any and all Confidential Information to the Disclosing Party or provide certification of its destruction by an officer of the Receiving Party. 3. A Receiving Party may disclose Confidential Information of a Disclosing Party if, and to the extent that, in the opinion of counsel, such disclosure is required by law, in which case the Receiving Party shall promptly notify the Disclosing Party of the reasons for and nature of the proposed disclosure so that the Disclosing Party may take such action as it deems necessary. 4. Each party shall be entitled at any time and without notice to the other to negotiate, disclose and otherwise deal in any manner and for any purpose with third parties regarding its own Confidential Information. 5. Nothing in this Agreement shall require or obligate, or be deemed to require or obligate, either party in any manner to engage in any business relationship at all with the other party. Nothing in this Agreement grants, or shall be deemed to grant, to either party any authority or agency of kind or manner to act in any way in the other party's name or behalf, and neither party shall hold itself out to be acting in such manner or to possess such authority. 6. All Confidential Information will remain the exclusive property of the Disclosing Party. Nothing contained in this Agreement shall be construed as granting or conferring, whether by sale, license or otherwise, to a Receiving Party any right, title or interest in any Confidential Information disclosed, nor in any of the patents, trademarks or copyrights of the Disclosing Party. 7. The provisions hereof shall inure to and be binding upon the successors and assigns of the parties hereto; provided, however that no disclosure of Confidential Information may be made to any successor or assign of a Receiving Party without the written consent of the Disclosing Party. 8. This Agreement shall be governed by the laws of the State of Colorado and any legal action arising from an alleged violation of this Agreement shall be conducted in the United States District Court for the District of Colorado or the state court of Jefferson County, Colorado. 9. Except for the obligations of Paragraph 2 of this Agreement that shall survive for five (5) years from the date hereof and with respect to Confidential Information deemed a trade secret at law, for so long as such information remains a trade secret beyond said five (5) year period, all obligations under this Agreement shall terminate upon the expiration of two (2) years from the date hereof. 10. This document represents the full and complete agreement of the parties with respect to the use and confidentiality of the Confidential Information and supersedes all prior communications, agreements or proposals. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. 11. Each party understands and agrees that its breach or threatened breach of this Agreement will cause irreparable injury to the other party and that money damages will not provide an adequate remedy for such breach or threatened breach, and both parties hereby agree that, in the event of such a breach or threatened breach, the non breaching party will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. COMPANY NAME GENOMICS INTEGRATED WELLNESS SYSTEMS, INC. By: _____ By: _____ Name: _____ Name: _____ Title: _____ Title: _____