

Business Name: \_\_\_\_\_

## MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

In connection with entering into discussions regarding an arrangement of potential mutual benefit, the parties to this Mutual Confidentiality and Non-Disclosure Agreement (the "Agreement") agree to neither use nor disclose any confidential or proprietary information that may be disclosed as part of these discussions, or otherwise, except as may be expressly authorized in writing by the disclosing party. The parties further agree to take all reasonable precautions to protect the confidentiality of such information and, on request by either party, to return to the requesting party any electronic information and/or documents that contain or reflect such information.

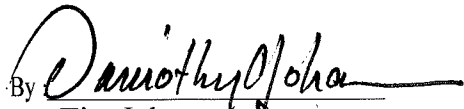
For purposes of the Agreement, "confidential or proprietary information" includes without limitation the following information related to the parties and/or their affiliates: (a) cost, pricing, profit, production, forecast and other accounting, economic and financial data; (b) technical drawings, product designs, artistic and scientific data, product specifications and manufacturing know-how; (c) ideas for research and development; (d) information about the party's customers, suppliers and other business partners; (e) personnel and human resources data, files and information; (f) business and marketing plans and strategies; and, (g) summaries, excerpts, compilations and notes prepared by the undersigned or others related to any of the preceding information.

The parties agree that any disclosure of confidential or proprietary information will cause irreparable harm to non-disclosing party, which in addition to a remedy at law shall justify equitable relief in the event of a breach or threatened breach of this Agreement, and the parties further promise not to disclose any such information, directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of non-disclosing party.

The parties agree that should either party be required to enforce this Agreement, the proper venue for the resolution of any such dispute shall be in Multnomah County District Court of the State of Oregon, or as otherwise allowed by law the United States District Court for the District of Oregon, located in Portland, Oregon. In that regard, the parties expressly consent to the personal jurisdiction of those courts, and agree that Oregon law shall apply to the interpretation of this Agreement. The prevailing party in any lawsuit or arbitration concerning this Agreement shall be entitled to recover from the losing party all of its reasonable attorney's fees and costs incurred in the prosecution or defense of the action.

**RAINSHADOW LABS, INC.**

***[INSERT OTHER ENTITY'S NAME]***

By:   
Tim Johansson,

By: \_\_\_\_\_  
*[Insert name and title]*

Date: 11/1/2016

Date: \_\_\_\_\_