

This Mutual Confidentiality Agreement (“Agreement”) is entered into, as of _____, (“Effective Date”), by and between Metropolitan West, Inc., on behalf of itself and its subsidiaries, including but not limited to Metropolitan West, Inc. and peerhatch, Inc. and _____ (“Other Party”).

The parties shall disclose to each other certain proprietary or confidential information. Such information, which may be verbal and/or visual in nature, is referred to in this Agreement as “Confidential Information.” Confidential Information may include, but is not limited to, information regarding the disclosing party’s potential product and/or services offerings including, but not limited to, technical details and technology of the product and/or customers, suppliers or services, and including, but not limited to, disclosing party’s future plans and pricing. Confidential Information also includes all technical and non-technical information including patent, copyright, trade secret, and other proprietary information.

Both Parties Agree As Follows:

- 1.** All Confidential Information is disclosed by the disclosing party, and received by the receiving party, in strict confidence and used solely for evaluation purposes. The receiving party shall hold Confidential Information in confidence, and shall not disclose any Confidential Information to anyone, inside or outside of the receiving party, except those employees, directors, contractors or affiliates (and their respective employees) of the receiving party who have a need to know the Confidential Information to effect the use permitted hereby, and where such individuals are bound by written confidentiality provisions substantially similar to those contained herein. Each party shall treat all Confidential Information with the same degree of care as the party accords to its own Confidential Information, but in no case less than reasonable care.
- 2.** No license to any patent, trademark, copyright or other proprietary rights is granted hereby. The receiving party’s use of Confidential Information shall be limited to evaluation and all Confidential Information shall remain the property of the disclosing party.
- 3.** All information disclosed or made available to the receiving party by the disclosing party shall be deemed to be Confidential Information, unless otherwise agreed in writing by the disclosing party, except that the obligations of this Agreement shall not apply to information which: (a) becomes publicly known through no fault of the receiving party; or (b) was or becomes rightfully known to the receiving party without confidential or proprietary information restriction from a source other than the disclosing party; or (c) is approved by the disclosing party for disclosure without restriction in a written document which is signed by a duly authorized officer of the disclosing party; or (d) is independently developed by the receiving party without use of the Confidential Information; or (e) is required to be disclosed under operation of law, by court 130 Pine Ave, 4th Floor, Long Beach, CA 90802 P: 562.426.7701 metwest.com order, or governmental regulation and the receiving party provides prompt written notice to the disclosing party of such disclosure requirement.

4. It is understood by both parties that the Confidential Information may relate to products or services that are under development or planned for development. Neither party makes any warranties regarding the accuracy of the Confidential information. Neither party accepts any responsibility for expenses, losses or action incurred or undertaken by the receiving party as a result of the receipt of the Confidential Information. It is further understood that neither party warrants or represents that it will introduce any product or service to which the Confidential Information is related.
5. A breach of this Agreement by either party will result in irreparable and continuing damage to the other party for which there will be no adequate remedy at law, and the non-breaching party shall be entitled to injunctive relief and/or decree for specific performance and such other relief as may be proper.
6. Any party may immediately terminate this Agreement with or without cause for any reason, upon written notice to the other parties. Upon termination of this Agreement, all Confidential Information and copies thereof shall be returned to Disclosing Party within ten (10) days of the termination of the Agreement. The termination of this Agreement shall not affect any right or remedy existing hereunder prior to the effective date of termination, and all agreements of the parties, including, but not limited to Receiving Party's obligation not to disclose any Confidential Information, as well as any rights or benefits accruing to them, shall survive such termination.
7. This Agreement sets forth the entire understanding and agreement between the parties as to the subject matter of this Agreement and supersedes all previous communications, either written or oral, with respect to the obligations of confidentiality of the subject matter hereof. Any modification to this Agreement must be made in writing and signed by an authorized representative of both parties. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without giving effect to principles of conflicts of laws. Any claim of either party, arising under or in connection with this Agreement, shall be resolved exclusively in the appropriate court in Los Angeles. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts.

Signature of Vendor

Title

Date