



Visitor Confidentiality Policy and Non-Disclosure Agreement

This Confidentiality Agreement (the “**Agreement**”) is entered into by and between the individual signing below (“**Visitor**”) and Aropha Inc. (“**Aropha**”) in connection with Visitor’s visit to or tour of Aropha’s facilities (hereinafter the “**Stated Purpose**”). The term “**Company**” shall be used herein to refer Aropha, unless otherwise explicitly stated.

In anticipation of Visitor’s visit to Company’s facilities or during Visitor’s tour of Company’s facilities, Company may disclose confidential and proprietary information to Visitor (hereinafter referred to as the “**Confidential Information**”).

In consideration of the disclosure of information to Visitor and access to Company’s facilities, Visitor agrees to protect Company’s Confidential Information as follows:

1. Confidential Information shall mean information of Company that is confidential, non-public, proprietary and/or generally not known to the public, to include but not limited to: any and all information relating to Company’s products, technology, business affairs, methods, strategies, formulas, know-how, product formulations, concepts, techniques, processes, designs, secrets, methods, history, future planning, point-of-sale data, cost data, computer programs, software, scientific or technical know-how, financial, marketing and other business information, third party technology and information in Company’s possession; and any and all vendor and customer information, whether such information be tangible, intangible, intellectual or otherwise.
2. Confidential Information shall encompass all of the foregoing information whether provided by Company or any other source to Visitor and whether provided in writing, orally or by other means, regardless of whether the source of such information is an employee or other representative of Company or otherwise. Confidential Information shall also include all of the foregoing that may be obtained or become known to Visitor by Visitor’s deduction or powers of observation. Company and Visitor agree that it is their specific intent that the definition of Confidential Information be defined as broadly as possible within the permissible context of applicable law. Company and Visitor further

agree that all Confidential Information is the sole and exclusive property of Aropha.

3. Visitor shall hold Company's Confidential Information in confidence and not disclose or divulge such Confidential Information, directly or indirectly, to any third party, or use or implement such Confidential Information, without Company's prior written consent, except that this prohibition shall not apply to Confidential Information which:
 - a. was in the public domain at the time of its disclosure, or becomes part of the public domain subsequent to the time of disclosure through no fault of Visitor;
 - b. was in Visitor's possession prior to disclosure by Company;
 - c. is independently developed by Visitor without any reference to Company's Confidential Information;
 - d. is rightfully disclosed to Visitor by any third party; or,
 - e. is lawfully required to be disclosed by law or judicial action.
4. Visitor shall protect the confidential nature of the Confidential Information with no less a standard of care (which shall be reasonable under the circumstances) than Visitor uses to protect its own confidential and proprietary information.
5. This Agreement constitutes the entire agreement between the parties as it relates to the disclosing of Confidential Information in connection with the Stated Purpose and supersedes all previous proposals, both oral and written, negotiations, representations, writing and all other communications between the parties. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the parties hereto.
6. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and neither of the parties hereto shall assign this Agreement without the prior written consent of the other party.
7. This Agreement shall be construed and the legal relations between the parties hereto determined in accordance with the laws of the State of Texas, without reference to its conflicts of law provisions. Exclusive venue for any dispute or disagreement arising under



or relating to this agreement shall be in a court sitting in either Bexar County, San Antonio, Texas or Travis County, Austin, Texas.

8. This Agreement shall remain in effect until the date on which all of the Confidential Information disclosed pursuant to this Agreement is no longer confidential pursuant to Section 2 hereof.

