

MUTUAL CONFIDENTIALITY AGREEMENT

This MUTUAL CONFIDENTIALITY AGREEMENT (“**Agreement**”) dated and effective as of 1st August, 2021 is by and between GIGUNDA ENERGY CORPORATION (“**GIGUNDA**”), and MATHWHIZ LLC (“**COMPANY**”), and each of the parties to this Agreement is sometimes referred to below as a “Party” and collectively as the “Parties.”

Commented [DCT1]: To speed things up, I took the liberty of expanding the formatting so it'd be easier for my client's people to review.

Commented [DCT2]: Date?

RECITALS

WHEREAS, the Parties intend to engage in discussions and negotiations concerning potential engagements, opportunities and/or collaborations in the oilfield services sector (hereinafter, the “**Purpose**”); and

Commented [DCT3]: Note to UH students: I didn't change the "Whereas" language.

WHEREAS, in the course of such discussions and negotiations, it is anticipated that the Disclosing Party (as that term is defined hereinafter), its Representatives and/or other parties acting for Disclosing Party, may disclose or deliver to the Receiving Party and/or its Representatives (as such terms are defined hereinafter) Confidential Information (as defined below) relating to the Purpose, which the Disclosing Party desires that the Receiving Party treat as confidential.

NOW, THEREFORE, for and in consideration of the premises and mutual obligations contained herein and for other good valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties intending to be legally bound hereby agree as follows:

1. Each Party hereto receiving or otherwise obtaining Confidential Information (the “**Receiving Party**”) from the other Party (the “**Disclosing Party**”) in whatever form shall not disclose or otherwise provide any Confidential Information to third parties without the prior written consent of the Disclosing Party or as otherwise provided in this Agreement.
2. (a) The Receiving Party agrees to maintain the confidentiality of the Confidential Information and shall not, directly or indirectly, until the expiration (if any) of the confidentiality obligations of this Agreement, during the Term of this Agreement as provided in Section 5 hereof

Commented [DCT4]: See the revisions to § 5, below.

(i) transfer or disclose orally, in writing or electronically any Confidential Information to any third party (other than ~~the Receiving Party's Representatives~~ as provided in Section 4 hereof),

(ii) use any Confidential Information for any purpose other than for the Purpose or otherwise entering into a business relationship with the Disclosing Party, or

(iii) ~~except in connection with uses authorized under this Agreement, for its internal use or use by its Representatives in connection with the same,~~ copy or duplicate the Confidential Information without the prior written consent of the Disclosing Party.

~~The Receiving Party agrees to return to the Disclosing Party or destroy all Confidential Information and all copies thereof either (x) within ten (10) business days after receipt of the written request therefor by the Disclosing Party or (y) within ten (10) business days following the expiration of this Agreement if this Agreement is not extended beyond the term set forth in Section 5 hereof.~~

~~In either event, the Receiving Party may retain any copies, extracts or other reproductions of such Confidential Information in whole or in part, but only (A) to the extent necessary in order to comply with regulatory recordkeeping requirements or other legal obligations, or (B) in accordance with customary recordkeeping policies of the Receiving Party.~~

(b) Without the prior written consent of all Parties, ~~or as otherwise stated in subdivision (c) or elsewhere in this Agreement,~~ no ~~Party Parties~~ will disclose (and each Party will use reasonable efforts to cause its respective representatives not to disclose) to any person

(i) the fact that the Confidential Information has been made available to the Receiving Party or that the Receiving Party has inspected any portion of the Confidential Information,

(ii) the fact that any discussions or negotiations are taking place concerning the Purpose or a possible transaction, or

(iii) any of the terms, conditions or other facts with respect to the Purpose or a possible transaction, including the status thereof.

~~The term "person" as used in this subdivision (b) shall be broadly interpreted to include without limitation any corporation, company, partnership and individual.~~

~~(c) Disclosure, in confidence, is authorized for information listed in clauses (i) through (iii) of subdivision (b) in connection with discussions concerning a possible acquisition of some or all of the Receiving Party's business by a third party. Disclosures without prior written consent are allowable only to the extent that such disclosure is, in the opinion of such Party's counsel,~~

~~(x) required by applicable securities law or other laws or regulations applicable to such Party, or by judicial or administrative order or subpoena in the course of inspections, examinations or inquiries by a governmental agency, regulatory body or judicial authority having (or claiming to have) authority with respect to the Receiving Party, or~~

Commented [DCT5]: A return-or-destroy obligation isn't practicable in the era of electronic information storage.

Commented [DCT6]: Very recently, this came up for another client of mine in connection with their "exit" — it was a real issue as to just what they could tell their prospective acquirer about one of their major contracts with a third party.

Commented [DCT7]: This is not a good way to handle this issue; see below for an alternative.