

**NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT**

This Nondisclosure and Confidentiality Agreement (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and among **STRMIX LIMITED**, a New Zealand registered company (No: 6445312), of 34 Kenepuru Drive, Porirua 5240, New Zealand (“STRmix”), and the following individual(s) and/or entity(ies) (each referred to singularly as a “Recipient” and collectively as the “Recipients”):

\_\_\_\_\_  
*[Name]*

\_\_\_\_\_  
*[Address]*

Recitals

A. STRmix is the exclusive licensee of a forensic software product known as STRmix™, as well as other privileged, confidential, and/or secret information related thereto.

B. In connection with a criminal court case identified as, \_\_\_\_\_ (the “Case”), Recipients have requested to inspect (the “Inspection”) information and documentation related to STRmix including, but not limited to, some or all of the following (collectively the “STRmix Product”): (i) A time limited evaluation version of version \_\_\_\_ of the STRmix software; (ii) Developmental validation records of version \_\_\_\_ of STRmix; (iii) The STRmix User’s and Operation Manual and Implementation Validation Guide for version \_\_\_\_ of STRmix; (iv) Any other information which STRmix agrees to provide which is not otherwise available in the public domain.

C. STRmix is willing to permit the Inspection subject to the terms and conditions provided for in this Agreement. Throughout this Agreement, STRmix and the Recipients are sometimes herein referred to singularly as “Party” and collectively as the “Parties.”

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and for other good and valuable consideration, the Parties and their respective employees, agents, representatives, consultants, associates, successors, assigns, subsidiaries, parents, directors, officers, members, managers, attorneys, affiliates, and all other individuals or entities acting by, through, for, under, in concert with, or on behalf of, any of them (collectively “Affiliate” or “Affiliates”) hereby agree as follows:

1. Proprietary, Privileged, Confidential, and Secret Information. Recipients acknowledge the proprietary, privileged, confidential and secret nature of the STRmix Product and agree to hold and keep the STRmix Product confidential as provided in this Agreement. Nothing in this Agreement shall be construed as granting a license of any present or future intellectual property rights, or any ownership interest in the STRmix Product.

2. Restricted Use. Recipients acknowledge, warrant, and represent to STRmix that Recipients are entering into this Agreement and seeking disclosure of the STRmix Product for the sole purpose of the Inspection for use in the Case, and for no other purpose. Recipients and Recipients’ Affiliates agree at all times: (a) to keep confidential and not to disclose or release the STRmix Product, in whole or in part, to any third party except with the specific prior written consent of STRmix or except as expressly otherwise permitted by this Agreement; (b) to not put the STRmix Product to commercial use for the benefit of Recipient, Recipients’ Affiliates, or any third party; and (c) not to copy the STRmix Product or any document that contains any portion of the STRmix Product other than as necessary to present opinions and

findings in connection with the Case. The obligations of Recipients and Recipients' Affiliates set forth in this Agreement shall survive indefinitely.

3. Limited Disclosure. It is understood that Recipients may disclose the STRmix Product to only those of Recipients' Affiliates who (i) require such information for the Inspection in the Case, and (ii) are informed of the confidential nature of the STRmix Product and the obligations set forth in this Agreement. Recipients agree to be responsible for enforcing this Agreement as to any of Recipients' Affiliates and to take such action, legal or otherwise, to the extent necessary to cause them to comply with this Agreement.

4. Notices. All notices, requests, consents or other communications made by Recipients or Recipients' Affiliates to STRmix, shall be made in writing by mail to the address set forth above and by e-mail to Mark Dunlop at [Mark.dunlop@esr.cri.nz](mailto:Mark.dunlop@esr.cri.nz), copy to Blake Gerney at [brgerney@dayketterer.com](mailto:brgerney@dayketterer.com).

5. Legal Proceedings. If Recipients or any of Recipients' Affiliates become legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process) to make any disclosure that is prohibited or otherwise constrained by this Agreement, Recipient or such Affiliate will provide STRmix with prompt written notice of such legal proceeding(s) so that it may seek an appropriate protective order or other appropriate relief.

6. Return or Destruction STRmix Product. Unless otherwise directed by STRmix, after Recipients conclude their participation in the Case, Recipients shall promptly deliver to STRmix, without keeping any copies or summaries thereof, any and all portions of the STRmix Product in possession or under the control of Recipients or Recipients' Affiliates.

7. Remedies. Recipients acknowledge and agree that an award of money damages would be inadequate for any breach of this Agreement, and any such breach or threatened breach would cause STRmix immediate, substantial, and irreparable harm. Recipients agree that in the event of any breach or threatened breach of this Agreement, STRmix will be entitled, without the requirement of posting a bond or other security, to equitable relief including immediate injunctive relief and specific performance. Such remedies will not be exclusive remedies for any breach of this agreement but will be in addition to all other remedies available to STRmix at law or in equity. With respect to any action or proceeding by STRmix requesting injunctive relief and/or specific performance as contemplated in this Section 7, Recipients hereby waive any and all rights to a trial by jury.

8. Miscellaneous.

(a) Modification; Assignment. Any modification or amendment of this Agreement or its requirements shall be effective only if agreed upon in writing and signed by the Parties. This Agreement may not be assigned, in whole or in part, by Recipients.

(b) Costs; Attorneys' Fees. Recipients agree that if they are held by any court of competent jurisdiction to be in violation, breach, or nonperformance of any terms of this Agreement, then Recipients shall be required to pay any and all costs or expenses (including reasonable attorneys' fees) incurred by STRmix related to the enforcement of any provision(s) herein. Said costs and expenses shall be in addition to any other relief to which STRmix may otherwise be entitled to at law or in equity.

(c) Entire Agreement. This Agreement supersedes all prior agreements, understandings, and communications, oral or written, between the parties regarding the subject matter of this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto, have caused this Agreement to be executed as of the respective date(s) indicated below, to be effective as of the Effective Date.

**STRmix, Ltd.:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**RECIPIENTS (individual):**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

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

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

**RECIPIENTS (Entity):**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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