



This Mutual Non-Disclosure Agreement (“**Agreement**”) is entered into as of the date of last signature below (the “**Effective Date**”) between WorkEasy Software, LLC, a Delaware corporation with a principal place of business at 1200 SW 145<sup>th</sup> Ave, Suite 200, Pembroke Pines, FL, 33027 (“**WE**”), and the individual or entity identified below (“**Participant**”). In order to protect certain confidential information which may be disclosed between WE and Participant, the parties agree to the following:

**1. Definition.** For purposes of this Agreement, “**Confidential Information**” means any nonpublic information disclosed by one party (“**Discloser**”) to the other party (“**Recipient**”) that: (i) if disclosed in writing, is marked “confidential” or “proprietary” at the time of such disclosure; (ii) if disclosed orally, is identified as “confidential” or “proprietary” at the time of such disclosure; or (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Confidential Information includes, without limitation, (i) nonpublic information relating to Discloser’s technology, customers, business plans, product plans, promotional and marketing activities, pricing, financial information and other business affairs, (ii) third party information that Discloser is obligated to keep confidential, (iii) information relating to an identified or identifiable natural person (“**Personal Data**”), and (iv) the nature, content and existence of any discussions or negotiations between the parties.

**2. Purpose.** Recipient may use the Confidential Information solely for the purpose of: (i) reviewing and facilitating a potential business relationship between the parties, and (ii) performance of activities related to the conduct of a business relationship between the parties (the “**Purpose**”).

**3. Protection of Confidential Information.** Recipient shall hold the Confidential Information in confidence and not disclose the Confidential Information to any third party or use the Confidential Information for any purpose other than the Purpose. Recipient shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as Recipient uses to protect its own confidential information of a like nature. Recipient may disclose the Confidential Information to its employees, agents, and independent contractors who (i) have a need to know in order to fulfill the Purpose, and (ii) have signed a nondisclosure agreement at least as protective of Discloser’s rights as this Agreement.

**4. Exclusions.** This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which: (i) is or becomes public knowledge through no fault, action, or inaction of Recipient; (ii) was in Recipient’s possession before receipt from Discloser and was not subject to a duty of confidentiality; (iii) is rightfully received by Recipient from a third party without any duty of confidentiality; (iv) is disclosed generally to a third party by Discloser without a duty of confidentiality on the third party; or (v) is independently developed by Recipient without use of the Confidential Information. Recipient may disclose Discloser’s Confidential Information as required by law or court order provided: (i) Recipient promptly notifies Discloser in writing of the requirement for disclosure; and (ii) discloses only as much of the Confidential Information as is required.

**5. Term.** This Agreement shall continue from the Effective Date until the second anniversary of the Effective Date. Either party may terminate the Agreement at any time by giving ten (10) days written notice of its intent to terminate this Agreement. Recipient’s obligations with respect to the Confidential Information hereunder shall survive any termination of the Agreement for a period of three (3) years following termination provided that Recipient’s obligations with respect to Confidential Information that (i) is Personal Data or (ii) constitutes a trade secret shall survive for the longer of such three (3) year period or for so long as such information constitutes (i) Personal Data or (ii) a trade secret under applicable law. Upon request from Discloser or upon termination of the Agreement, Recipient shall return all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same.

**6. Proprietary Rights.** Each party shall retain all right, title and interest to such party’s Confidential Information. Neither party to this Agreement acquires any patent, copyright or other intellectual property rights or any other rights or licenses under this Agreement except as set out in Section 2.

**7. Injunctive Relief.** The parties acknowledge that a violation of Recipient’s obligations with respect to Confidential Information would cause irreparable harm to Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser shall be entitled to an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof.

**8. Independent Development.** Discloser acknowledges that Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to Discloser’s Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that Recipient will not develop or have developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in such Confidential Information, provided that Recipient does not violate any of its obligations under this Agreement in connection with such development.

**9. No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS”. NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE CONFIDENTIAL INFORMATION, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ACCURACY.

**10. General.** The parties do not intend that any agency or partnership relationship be created between them by this Agreement. This Agreement sets forth the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous agreements concerning such Confidential Information, whether written or oral. Neither party may assign this Agreement, in whole or in part without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement upon notice to the other party, in connection with a merger, acquisition or sale of all or substantially all of the business or assets of such party. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. All additions or modifications to this Agreement must be made in writing and must be signed by an authorized representative of each party. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. To be effective, any waiver must be in writing signed by an authorized representative of the waiving party. If any provision of this Agreement shall be held, for any reason, to be illegal, invalid or non-enforceable, the remaining provisions shall nonetheless be legal, valid and enforceable. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of Florida, without regard to its conflict of laws rules. Any and all disputes arising under or related to this Agreement shall be adjudicated exclusively in the federal or state courts in the State of Florida. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument.

“**WE**”: WorkEasy Software, LLC

“**Participant**”: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Sanjay Mistry  
Title: CFO  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date: