**NONDISCLOSURE AGREEMENT**

**HACKERBAY (FYIPE) INFORMATION SECURITY**

In connection with an actual or proposed business relationship, **HACKERBAY, Inc.** and/or its affiliates (“Company”) has allowed you (the entity named below) access, or may allow you access, to penetration testing results, information security audit results, and other information and/or materials related to security of the company’s systems and underlying Fyipe platform (“Security Information” which term shall include, without limitation, anything you learn or discover as a result of exposure to or analysis of any Security Information).

In consideration of any disclosure, you agree as follows:

1. You will hold in confidence and will not possess or use (except as required to evaluate a business relationship with Company) or disclose any Security Information, except information you can document is in the public domain through no fault of yours. The foregoing does not grant you a license in or to any of the Security Information.

2. If you decide not to proceed or continue with a business relationship or if asked by Company, you will promptly return or destroy all Security Information and all copies, extracts and other objects or items in which Security Information may be contained or embodied, except as required to be kept in accordance with governmental, regulatory, or self-regulatory requirements (in which case the confidentiality obligations set forth in this Agreement will continue until you no longer retain any Security Information).

3. You will promptly notify Company of any unauthorized release, disclosure or use of Security Information except when such release or disclosure is in the course of examination, inquiry, proceeding, or other action by a governmental, regulatory, or self-regulatory authority.

4. You understand that this Agreement does not obligate Company to disclose any information or negotiate or enter into any agreement or relationship. You will ensure the security of any machines, accounts, and methods you use to store any Security Information.

5. The terms of this Agreement will remain in effect with respect to any particular Security Information until you can document that such Security Information falls into the exception stated in Paragraph 1 above.

6. You acknowledge and agree that due to the unique nature of the Security Information, any breach of this agreement would cause irreparable harm to Company for which damages are not an adequate remedy, and that Company shall therefore be entitled to equitable relief in addition to all other remedies available at law.

7. This Agreement is not assignable by you, is governed by the internal laws of the State of California and the United States and may be modified or waived only in writing signed by both parties. If any provision of this Agreement is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys􏰉 fees and costs.

Acknowledged and agreed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

Company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

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