**MUTUAL NONDISCLOSURE AGREEMENT**

This Mutual Nondisclosure agreement (this “Agreement”) is made and entered into as of 11th day of July, 2017 (the “Effective Date”), by and between LegalSifter, Inc. ("Company") having an address at 1251 Waterfront Place, Suite 200, Pittsburgh, Pennsylvania 15222 and Customer, Inc.("Customer") having an address at 1000 Sifted Avenue, Pittsburgh, Pennsylvania 15222.

Company and Customer are interested by discussing a possible business relationship (the “Project”). In order to do so, the parties may disclose to each other certain proprietary business and technical information. Each party's information is proprietary, secret, and confidential, and will be disclosed to the other party only upon the following terms and conditions:

1. **Definition Confidential Information.**

"Confidential information" shall include, but not be limited to, all plans, data, inventions, products, improvements, designs, discoveries, know-how, concepts, methods, trade secrets, processes, formulas, ingredient lists, production volume, techniques, supplier lists, company information, manufacturer information, distributor lists, customer lists, marketing and business plans, procedures and business operations, positioning statements, financial and sales information (including but not limited to information, whether actual, estimated or projected), advertisements and promotions, and all other work product or similar information of any kind or nature, pertaining to the either party, its business or its products, which reasonable members of the retail and pharmaceutical industries would consider to be proprietary, confidential, or of competitive advantage.

1. **Non-Disclosure and Confidentiality Obligations.** The receiving party agrees to (a) hold in strict confidence mplete the work involved herewith, and such Representatives will preserve the confidential nature of this information; and (c) take commercially reasonable steps, including, but not limited to, those steps taken to protect its own information, data or other tangible or intangible property that it regards as proprietary or confidential, to ensure that the Confidential Information is not disclosed or duplicated for the use of any third party, and shall take commercially reasonable steps to prevent its Representatives, having access to the Confidential Information, from disclosing or making unauthorized use of any Confidential Information, or from committing any acts or omissions that may result in a breach of this Agreement. In any event , a party shall be liable for any breach of the provisions of this Agreement by its Representatives. For purposes of this Agreement, “Representative” means, as to each party, such party’s directors, officers, employees, agents, advisors (including, without limitation, financial advisors, counsel and accountants).
2. **Court Order.** In the event that the receiving party is compelled to disclose all or any part of the Confidential Information under the terms of a subpoena or order issued by a court or by a governmental body or agency, or in the event that in the opinion of the receiving party’s counsel it is legally required to disclose all or any part of the Confidential Information, the receiving party shall: (a) promptly notify the disclosing party of the existence, terms and circumstances surrounding such requirement; (b) consult with the disclosing party on the advisability of taking legally available steps to resist or narrow such requirement and to cooperate with any efforts of the disclosing party to resist or narrow such requirement; and (c) if disclosure of such Confidential Information is required, to furnish only such portions of the Confidential Information as, in the opinion of the receiving party’s counsel, the receiving party is legally compelled to disclose. Disclosure pursuant to this Section 3 will not change the receiving party’s confidentiality obligations set forth in Section 2.
3. **Reservation of rights.** The receiving party and its Representatives shall not use the Confidential Information of the other party for any purpose other than in connection with the Project and any internal discussions related thereto, and in connection with its internal consideration of any proposals made in the course of, or subsequent to, such discussions. Nothing contained in any discussions between the parties or in any Confidential Information disclosed by the Parties as contemplated by this Agreement shall be deemed to constitute a representation or warranty as to the accuracy or completeness of the information, including, but not limited to, any warranties of fitness for a particular purpose, state, title, and non-infringement. Except for the matters expressly specified in this Agreement or in any formal written contract, neither party shall be entitled to rely on any statement, promise, agreement or understanding, whether oral or written, or any custom, usage of trade, course of dealing or conduct. Neither this agreement nor any Confidential Information shall create, nor shall be deemed to create, a legally binding or enforceable agreement or offer to enter into any business relationship.
4. **NonConfidential Information.** Confidential Information shall not include that information which: (a) is in the public domain prior to the disclosure to the receiving party; (b) the receiving party can establish was already known to it or was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the disclosing party; (c) after disclosure, becomes part of the public domain, by publication or otherwise, through no breach of this Agreement or unauthorized act or omission on the part of the receiving party; (d) the receiving party obtains from a third party other than the disclosing party or its Representatives; provided however, that such information was not obtained by said third party, directly or indirectly, under an obligation of confidentiality; or (e) is independently developed by Representatives of the receiving party without the use of or access to Confidential Information from the disclosing party.
5. **Disclosure by Third Party.** If CI is supplied to Customer or Company by a third party having a legal right to so disclose it, then (a) the receiving party shall have the right to use that portion of the above-mentioned Confidential Information so disclosed in connection with work done for that third party; and (b) such disclosure by that third party, if made in confidence, shall not place that portion of the above-mentioned Confidential Information in the public domain, and shall not relieve the receiving party of its obligations under this Agreement.
6. **Documents**. Upon written request of the disclosing party, the receiving party shall destroy all Confidential Information of the disclosing party, including all copies, reproductions, summaries, analyses, compilations, reports or extracts thereof, and all other materials based on or containing Confidential Information of the disclosing party in the receiving party’s possession or in the possession of any of the receiving party’s Representatives and promptly certify such destruction.
7. **Certain Remedies.** The receiving party agrees that the disclosure of Confidential Information (except as authorized under this Agreement) could cause or result in irreparable harm to the disclosing party, and that any breach or threatened breach of this Agreement by the receiving party shall entitle the disclosing party to seek injunctive relief, in addition to any other legal remedies available to it, in any court of competent jurisdiction. The parties further agree that this Agreement supplements, rather than replaces, any other rights or remedies the disclosing party may have under any applicable law for the protection of its Confidential Information.
8. **Term.** All obligations under this Agreement shall expire three (3) yearsfrom the Effective Date.
9. **Title; No License.** Title to and all rights emanating from the ownership of, all Confidential Information disclosed under this Agreement shall remain vested in the disclosing party. Nothing herein shall be construed as granting any license or other right to use the Confidential Information other than as specifically agreed upon by the parties. Notwithstanding anything to the contrary in this Agreement, the disclosing party may establish procedures and conditions for the disclosure to the receiving party of Confidential Information which is technical information, information related to any patent application, patent or other intellectual property right or other information deemed particularly sensitive by the disclosing party, including, without limitation, limiting disclosure of such information to only approved Representatives. Each party agrees and acknowledges that nothing herein shall be construed as establishing any joint venture or other business relationship and that no right or license under any patent application or patent is conveyed by this Agreement by implication or otherwise.
10. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the conflicts of laws provisions thereof.
11. **Non-Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.
12. **Non-Waiver.** Failure by any party to enforce any provisions of this Agreement against the other party shall not constitute a waiver of any of the terms and conditions hereof.
13. **Severability**. If any provision of this Agreement is declared void or unenforceable, such provision shall be modified to such extent as may be necessary to make the provision effective and enforceable within the intent of the parties expressed herein, or if such modification is not permissible, such provision shall be deemed severed from this Agreement which shall otherwise remain in full force and effect and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
14. **Entire Agreement.** This Agreement is the entire Agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral. No amendment, modification, or waiver of the terms or conditions of this Agreement shall be binding unless placed in writing and duly executed by the parties hereto.
15. **Captions; Headings.** The captions and headings herein are for convenience of reference only and shall not affect construction or interpretation of the Agreement.
16. **Authorization**. Each party to this Agreement represents to the other party that it is duly authorized to enter into this Agreement and that the individual executing this Agreement is or has been duly authorized by such party to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

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| **LEGAL SIFTER, INC.** |  | **CUSTOMER, INC.** |
| By: |  | By: |
| Name: |  | Name: |
| Title: |  | Title: |