

NON-DISCLOSURE AND NON-COMPETE AGREEMENT

This Non-Disclosure and Non-Compete Agreement ("**Agreement**"), entered into as of _____, 2019 by **Save-On-Dev** of 2600 Woodlawn Drive, Honolulu, Hawaii 96822 USA ("**Disclosing Party**"), and

_____ of: Legal

Address _____

Country _____ ("**Receiving Party**"), sets forth Receiving Party's obligations of confidentiality regarding information that Disclosing Party may disclose in connection with [software development projects (the "**Purpose**")] and certain non-compete obligations.

Confidential Information. In this Agreement, the term "Confidential Information" means any information disclosed by Disclosing Party to Receiving Party, directly or indirectly, in writing, orally, or by inspection of tangible objects (including documents, prototypes, samples, plant, and equipment), which is designated as "Confidential," "Proprietary," or some similar designation, or which by its nature or the circumstances of its disclosure should be reasonably construed as being confidential. Confidential Information means, without limitation, any scientific, technical, trade or business information developed by, possessed by, obtained by, developed for or given to the Disclosing Party which is treated by the Disclosing Party as confidential or proprietary including, without limitation, concepts, ideas, innovations, designs, techniques, methodology, formulae, procedures, tests, equipment, data, computer software (including without limitation object code, source code, and interpretive code), documentation, reports, know-how, sources of supply, patent positioning, relationships with consultants and employees, business plans and business developments, information of or concerning the existence, scope or activities of any research, development, manufacturing, marketing or other projects of the Disclosing Party, and any other confidential information about the Disclosing Party's suppliers, licensors, licensees, partners, affiliates, customers, potential customers or others.

Exceptions. Confidential Information will not, however, include any information that (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (b) becomes known and made generally available in the industry or in the same line of business after disclosure by the Disclosing Party to the Receiving Party, through no violation of the provisions hereof by the Receiving Party; (c) is already in the possession of the Receiving Party or one of its affiliates at the time of disclosure by the Disclosing Party, as demonstrated by written evidence.

Non-Use and Non-Disclosure. Receiving Party shall use Disclosing Party's Confidential Information solely in connection with the Purpose. Receiving Party shall not disclose Disclosing Party's Confidential Information to third parties or to Receiving Party's employees, independent consultants, agents, affiliates or professional advisors, except to those employees, independent consultants, agents, affiliates or professional advisors of the Receiving Party who are required to have the information in order to facilitate the Purpose. Receiving Party may disclose Disclosing Party's Confidential Information if required by law or stock exchange regulations so long as Receiving Party gives Disclosing Party prompt written notice of such requirement prior to such disclosure, to the extent permitted, and reasonable assistance in obtaining an order, where applicable, protecting the information from public disclosure or reducing the quantity or quality of such information disclosed. Receiving Party shall not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody Disclosing Party's Confidential Information and that are provided to Receiving Party.

Maintenance of Confidentiality. Receiving Party shall protect the secrecy and confidentiality of Disclosing Party's Confidential Information with the same efforts applied to its own most sensitive confidential information, and in no event, shall Receiving Party use less than a reasonable amount of care. Prior to any disclosure of Disclosing Party's Confidential Information to its employees, independent consultants, agents, affiliates or professional advisors, Receiving Party shall ensure that such employees, independent consultants, agents, affiliates or professional advisors are bound by confidentiality requirements substantially similar to the applicable provisions of this Agreement, in favor of Disclosing Party. Receiving Party shall reproduce Disclosing Party's proprietary rights and confidentiality notices on any copies of Confidential Information, if such approval to copy is given and if a request for such reproduction is expressly made.

Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies thereof will be and remain the property of Disclosing Party. Upon Disclosing Party's request and determination, Receiving Party will either (a) promptly deliver to Disclosing Party all Confidential Information of such party, including without limitation all copies thereof, or (b) destroy all such Confidential Information and certify in writing that all such information has been destroyed.

Notification. Receiving Party must, at its cost, notify Disclosing Party in writing immediately if it becomes aware of (i) any actual, suspected or likely breach by it of this Agreement; (ii) any actual, suspected or likely breach or threatened breach by any authorized person of any obligations in relation to the Confidential Information; or (iii) any actual, suspected, likely or threatened theft, loss, damage or unauthorized access, use or disclosure of or to any Confidential Information.

Non-Compete. During the Term and for the period of eighteen (18) months after the date of expiration or termination of this Agreement, Receiving Party shall not directly or indirectly, approach or contract with Disclosing Party's staff, customers, representative or the staff or representatives of Disclosing Party's clients.

If Receiving Party breaches or threatens to breach the provisions of this Section, Disclosing Party shall be entitled to an injunction restraining Receiving Party from violating any of the provisions of this Section. Nothing herein stated shall be construed as prohibiting Disclosing Party from pursuing any other remedies available for such breach or threatened breach, including the recovery of damages from Receiving Party or Client.

Ownership of Work Product: As between Disclosing Party and Receiving Party, except as set forth below, all right, title, and interest, including copyright interests and any other intellectual property, in and to the Work Product (as defined below) shall be the property of Disclosing Party. Receiving Party agrees that upon the creation of any Work Product, to automatically assign to Disclosing Party the ownership of the Work Product, including copyright and any other intellectual property right therein, without the necessity of any further consideration. Notwithstanding the foregoing, Disclosing Party's interest in and obligations with respect to any programming, materials, or data to be obtained from third-party vendors, regardless of whether obtained with the assistance of Receiving Party, shall be determined in accordance with the agreements and policies of such vendors.

No License. Nothing in this Agreement is intended to grant Receiving Party any rights under any patent, copyright, or other intellectual property right of Disclosing Party, nor will this Agreement Grant Receiving Party any rights in or to the Confidential Information of Disclosing Party, except as expressly set forth in this Agreement.

No Obligation to Transact. Nothing in this Agreement will obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement.

No Obligation to Disclose; No Warranty. For the avoidance of doubt, nothing herein shall be deemed to impose on Disclosing Party any duty or obligation to disclose any information to Receiving Party, and such disclosure shall be at all times at Disclosing Party's sole and absolute discretion. Furthermore, any Confidential Information disclosed hereunder shall be disclosed on an "As-Is" basis and nothing herein shall be deemed to create any representation or warranty that the Confidential Information, or any part of it, is complete, accurate or correct.

Term. The term of this Agreement is for a period of 18 months from the date first set out above. The obligations of Receiving Party under this Agreement in respect of Confidential Information disclosed during the term hereof will survive for a period of five (5) years from any termination or expiry of this Agreement.

Remedies. Each party acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

Third Party Rights. It is expressly agreed that any reference to the Disclosing Party in this Agreement shall be deemed to include any company which will be incorporated by the Disclosing Party to utilize the Confidential Information or part of it ("**Newco**"), and Receiving Party's obligations hereunder shall be valid and apply with respect to and in favor of Newco.

Miscellaneous. This Agreement may only be assigned by Disclosing Party to Newco, and by Newco in the event of an acquisition, merger, reorganization or sale of substantially all of the assets of Newco. In the event of such an assignment, this Agreement will bind and inure to the benefit of the parties and their successors and assigns. This Agreement will be governed by the laws of California, USA without reference to conflict of laws principles, and any dispute relating to this Agreement shall be under the exclusive jurisdiction of the California USA courts. This document contains the entire agreement between the parties with respect to the subject matter of this Agreement. Any failure to enforce any provision of this Agreement will not constitute a waiver of that provision or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. This Agreement may be executed in two or more counterparts, each of which is deemed to be an original, but all of which constitute the same agreement.

IN WITNESS WHEREOF, the parties through their authorized representative have executed this Non-Disclosure Agreement and Non-Compete Agreement on the date first set forth above.

Disclosing Party:

By: //EFI BEN DOR//

Save-On-Dev

Receiving Party:

By: // _____ //