OBSEQUY (ob-si-kwee)

Non-Disclosure Agreement

This Non-Disclosure agreement (the Agreement) is by and between the undersigned **Ralph Hale / Synchronicity Software** and its affiliates and the undersigned **Obsequy, LLC** in connection with exploring the possibility of a business transaction of mutual interest. In connection with this possibility, both parties recognize that there is need for each party to disclose Proprietary Information to the other party. As an expressed condition to such disclosure, both parties agree as follows:

Non –Disclosure and Limited Use

The party receiving Proprietary Information and any Director, Officer, Employee, Subsidiary or affiliate of it (the "Recipient") shall hold all Proprietary Information in strict confidence and shall not disclose any Proprietary Information to any Third Party.

Recipient shall disclose information to only those employees who need to know such information, to evaluate the possible business transaction with the party disclosing such Proprietary Information. All recipients are obligated to treat Proprietary Information as require under this agreement. Recipient shall not use Proprietary Information for any purpose except to evaluate the possible business transaction. Recipient shall take all possible measures to protect the confidentiality and avoid unauthorized use, disclosure, publication, or dissemination of Proprietary Information; provided, however, that such measures shall be no less stringent than measures taken to protect its own confidential and Proprietary Information. No copies of Proprietary Information shall be made unless approved in writing by the Discloser.

The Recipient shall promptly notify the disclosing party of any unauthorized, negligent or inadvertent disclosure of Proprietary Information of the Disclosing Party. The Recipient shall be liable under this agreement to the disclosing party for any disclosure in violation of this agreement by it or its affiliates' employees, attorneys, accountants or other advisors or agents.

Description of Proprietary Information

"Proprietary Information" in this agreement means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned by the Recipient, pertaining in any manner to the business of the Discloser or to Discloser's affiliates, subsidiary, consultants or business associates, unless (i) the information is or becomes publicly known through legal means; or (ii) the information was rightfully in Recipient's possession or part of Recipient's general knowledge prior to exploring the possibility of exploring business transaction of mutual interest; or (iii) the information is disclosed to Recipient without confidential or proprietary restrictions. "Proprietary Information" includes, but is not limited to the following: (a) schematics, techniques, employee suggestions, development tools and processes,

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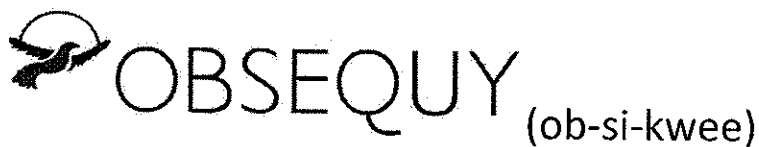
computer printouts, computer programs, design drawings and manuals, and improvements; (b) information about cost, profits, markets and sales; (c) plans for future developments and new product concepts; and (d) all documents, books, papers, designs, models, sketches and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to Recipient by Disclosing Party, as well as verbal instructions or comments.

Continuing Obligation and Return of Materials

Whether or not the business transaction subject of negotiation hereunder is consummated, the covenants pertaining to non-disclosure shall remain in full force indefinitely, unless Discloser specifically and in writing agrees to release all or part of Proprietary Information from the non-disclosure restrictions imposed herein. Upon conclusion or termination of discussions between the Receiving Party and Disclosing Party, or at any time at the Discloser's request, (i) the Recipient shall return immediately to Discloser all materials (in written, electronic or other form) containing or constituting Proprietary Information, including any copies, and (ii) Recipient shall not use Propriety Information in any way for any purpose.

Notice of Disclosure

In the event that the Recipient is requested or becomes legally compelled to disclose Propriety Information of other party, it is agreed that such party will provide the other with prompt written notice of such request to enable the Discloser to seek a protective order to protect and preserve the confidential nature of the Proprietary Information. In such event, each party agrees that it will furnish only that portion of Proprietary Information that is legally required and would exercise reasonable efforts to obtain reliable assurance that confidential treatment would be accorded to the portion of the Proprietary Information and other information that is being disclosed.

Confidentiality of Discussions

Neither party shall disclose the existence of discussions between the parties hereto and the nature or substance of those discussions.

Remedies

Recipient agrees that unauthorized disclosure of, or use of Proprietary Information, will cause irreparable harm and injury, which may be difficult to ascertain, thus making any remedy at law or in damages inadequate. Therefore, Recipient agrees that the Discloser shall have the right to apply to any court of competent jurisdiction for order restraining any breach or threatened breach of this agreement and any other relief Discloser deems appropriate. This right shall be in addition to any other remedy available to Discloser in law or equity.

Termination

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This agreement shall have a term of two years unless extended by mutual agreement or terminated pursuant to the succeeding sentence. Either party may terminate this agreement by giving the other party 90-business days written notice. The rights and obligations of the parties hereunder regarding any Proprietary Information disclosed, learned or obtained prior to termination shall survive any termination of this agreement or any return of proprietary information for a period of 5 years.

General

This agreement shall be binding upon and for the benefit of Receiving Party (and its affiliates) and Disclosing Party and their successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement supersedes and replaces any existing agreement entered into by the Receiving Party and Disclosing Party relating generally to the same subject matter, and may be modified only in writing, signed by the parties. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof.

ACCEPTED AND AGREED:

Synchronicity Software

Name: Ralph Hale
Title: Principal Owner
Address: 405 Potter Ave
         Ann Arbor, MI 48103
Date: 07/18/2013

Name: Edward Dupas
Title: Principal Owner
Address: 3420 Porter
         Ann Arbor, MI 48103
Date: 07/18/2013

Obsequy, LLC

Name: DeRohn Mitchell
Title: Co-Founder, CEO
Address: 626 Floyd St, Englewood Cliffs, NJ 07632
Date: 07/01/2013