



NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("**Cara Diederich & Erica Hoerdeman**") is entered into as of the Effective Date listed below, between hereinafter referred to as an "the Disclosing Party") wishes to disclose certain confidential proprietary property to **Mobilyte Inc.**, and/or its agents, (hereinafter referred to as the "the Recipient") in the process to develop any web or mobile projects for all major platforms for time being referred to under working title Ad Forward The Recipient as the hired-freelancer will assist "the Disclosing Party" in setting-up with a functional web or mobile applications/website for the exclusive use of "the Disclosing Party".

All Confidential Information disclosed to the Recipient will be used solely for the Business Purpose and for no other purpose whatsoever. The Recipient agrees to keep the Disclosing Party's Confidential Information confidential and to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care. Recipient may disclose Confidential Information only to its employees, agents, consultants and contractors on a need-to-know basis, and only if such employees, agents, consultants and contractors have executed appropriate written agreements with Recipient sufficient to enable Recipient to enforce all the provisions of this Agreement.

Recipient further agrees it will not re-use, the Code or the modified modules and/or the unique nature of the features developed for the exclusive use in this web or mobile applications/website, on any other website directly or indirectly, nor disclose to any third-party including Recipient's present/future clients—until and unless the Recipient obtains a prior authorization in writing from the disclosing party or COPYRIGHT holder or Ad Forward

THEREFOR the parties agree as follows:

For purposes of this Agreement, "Confidential Information" shall mean any and all non-public information, including, without limitation, technical, developmental, marketing, sales, operating, performance, cost, know-how, business plans, business methods, and process information, disclosed to the Recipient. For convenience, the Disclosing Party may, but is not required to, mark written Confidential Information with the legend "Confidential" or an equivalent designation. .

A Confidential material includes "the disclosing party's" scope of work for the new Web



or mobile applications/website, Patent/Copyright material, trade secrets, pending or abandoned patent applications, copyright materials, invention disclosures, blue prints, documents, engineering specifications, models, prototypes, customers, suppliers, distributors, licensees, marketing studies, profits, costs, pricing, tooling, process descriptions, manufacturing processes, and all other material, whether written or oral, tangible or intangible, which “the disclosing party” holds confidential and has not been publicly disclosed by “the disclosing party” or a third party, that are directly related to the new Web or mobile applications/website

Unless Recipient specifically identifies, with the written consent of “the disclosing party”, that certain material is not encompassed by this agreement, all material disclosed by “the disclosing party” to the Recipient including the Methods utilized in Design/Develop and the Code or modified modules written for use in the new web or mobile applications/website will be presumed to be confidential and will be so regarded by the Recipient unless such materials are publicly available.

Recipient agrees:

(1) That it will maintain the confidentiality of the disclosing party’s confidential material, and the confidentiality of the existence of the same;

(2) That it will direct its employees and Officials to maintain such confidentialities and will limit access to confidential information to the minimum number of employees necessary to complete Recipient’s tasks, all of which employees shall be identified in writing to “the disclosing party” upon his request;

(3) That it will not disclose to any third party, including subcontractors of Recipient, without written authorization from “the disclosing party, any of the disclosing party’s confidential material;

(4) That it will use the disclosing party’s confidential material solely to perform or determine the feasibility of performing certain tasks to be explicitly specified by the disclosing party;

(5) That it will not use for its own benefit or the benefit of any third party any of the disclosing party’s confidential material;

(6) That it will not contract or negotiate with customers of the disclosing party to



provide such customers products manufactured by Recipient, or caused to be manufactured by Recipient, which incorporate or utilize any confidential material of the disclosing party;

(7) That any information, technical or engineering procedure devised for a concept which is developed at any stage during these negotiations or other contractual relationship between the parties shall be the sole property and for the sole benefit of the disclosing party (except as may be specifically agreed in writing hereafter) and shall not be used for any other purpose by the Recipient, its agents, or representatives; and

(8) That upon demand of the disclosing party, Recipient shall promptly return any and all documents or other confidential material, of any nature, originals and copies, to the disclosing party

(9) That upon reasonable indication of breach with this agreement the disclosing party can request and obtain full and unlimited access to the subsequent files of this project.

“The Disclosing Party” and the Recipient further agree:

(1) That should this agreement be breached, money damages would be inadequate compensation, and therefore any court of competent jurisdiction may also enjoin the breaching party from disclosing or utilizing confidential material encompassed by this agreement;

(2) The prevailing party shall be entitled to reasonable attorney fees and court costs in addition to any other amounts awarded as damages;

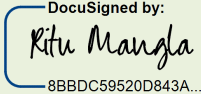
(3) Laws of the State of California, United States of America shall govern this agreement and it shall be deemed executed in the city of 5201 Great America Parkway Suite 320 Santa Clara, CA. 95054, and;

(4) All amendments or exceptions to this agreement must be in writing.

Both undersigned parties hereby represent that they have authority as agents or representatives of the respective parties to bind the parties to this agreement.

Executed by the parties this 18th of July, in the year 2016.

**Mobilyte, Inc(Service Provider)****Cara Diederich & Erica Hoerdeman
(Client)**

Name: Ritu Mangla	Name:
Designation: CEO	Designation:
Signature:  8BBDC59520D843A...	Signature:
Date: 7/18/2016	Date: