



Auctus Group, Inc | Auctus Partners, L.P.

## Confidentiality and Non-Disclosure Agreement

This Confidentiality and Nondisclosure Agreement (Agreement) is made and entered into effective as of **September 7<sup>th</sup>, 2016**, between **bGlobal Interactive**, (“Company” or “disclosing party”) and **AUCTUS GROUP, INC.**, (“AUCTUS” or “receiving party”) an Illinois corporation. In consideration of the mutual covenants and conditions in this Agreement, to induce Company to provide certain information to AUCTUS and for other and valuable consideration, the receipt and adequacy of which are acknowledged, the parties to this Agreement agree as follows:

### 1. Definition of Confidential Material

The term “Confidential Material” includes, but is not limited to, any information of either the receiving or disclosing party’s operations, systems, programs, inventions, techniques, suppliers, customers and prospective customers, contractors, cost and pricing data, trade secrets, know-how, processes, plans, designs and any other information of or relating to either party’s business, but does not include information which (a) was rightfully known to the receiving party before it was disclosed to the receiving party by the disclosing party, (b) was or becomes available to the receiving party from a source without a confidentiality obligation to the disclosing party, or (c) is developed by the receiving party independently or the disclosing party’s Confidential Material, provided that such fact can be documented.

### 2. Restrictions on Disclosure

The Confidential Material of a party (the “disclosing party”) which is disclosed to the other party (the “receiving party”) will be held by the receiving party in the strictest confidence at all times and will not be used by the receiving party (or is affiliates, employees, officers, directors or limited liability company managers and agents (“Representatives”) for any purpose other than to evaluate a possible Transaction. The Confidential Material of the disclosing party will not be disclosed or divulged by the receiving party to anyone, except with the prior written permission of the disclosing party and on the condition that the party to whom the Confidential Material is disclosed agrees in writing in advance to be bound by the terms and conditions of this letter.

In the event that the receiving party or any of its Representatives are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, and informal or formal investigation by any government or governmental agency or authority or otherwise) to disclose any of the Confidential Material, the receiving party will notify the disclosing party promptly in writing so that the disclosing party may seek a protective order or other appropriate remedy or, in its sole discretion, waive compliance with the terms of this Agreement. The receiving party agrees not to oppose any action by the disclosing party to obtain a protective order or other appropriate remedy. In the event that no such protective order or other remedy is obtained or that the disclosing party waives compliance with the terms of this Agreement, the receiving party will furnish only that portion of the Confidential Material which it is advised by counsel is legally required and will exercise its reasonable best efforts to obtain reliable assurance that confidential treatment will be accorded that Confidential Material.

### 3. Equitable Remedies

The Receiving party recognizes and agrees that irreparable injury would be caused to the disclosing party that would not be compensable in money damages in the event of the breach of this Agreement by the receiving party and that, without prejudice to any other rights and remedies available to the disclosing party, the disclosing party shall be entitled to injunctive and other equitable relief to prevent any actual, intended or likely inquiries which may result from such a breach.

Auctus Group, Inc | Auctus Partners, L.P.

120 S LaSalle Street | Suite 1400

Chicago, Illinois 60603

[www.AuctusGroupInc.com](http://www.AuctusGroupInc.com)



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#### 4. Definitive Agreement

Each of the parties acknowledges and agrees that neither party has made any decision to pursue any transaction nor each party will have the right in its sole discretion, without giving any reason therefore, at any time to terminate discussions with the other party concerning a possible transaction or to elect not to pursue any such transaction. At the request of the disclosing party, the receiving party shall return or destroy all materials provided by the disclosing party without retaining any copies thereof, and will continue to be bound by the term and condition of this letter.

#### 5. Assignment

This Agreement shall inure to all the benefit of and be binding upon each of us and our respective successors and assigns. It is further agreed that no failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof on the exercise of any right, power or privilege hereunder.

#### 6. Electronic signatures

This Agreement may be signed by facsimile copy, e-mail, or other electronic means, and any such copy will be considered an original for all purposes.

#### 7. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois

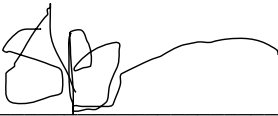
AGREED AND ACCEPTED this 7<sup>th</sup> day of September 2016:

Auctus Group, Inc.:

Signature: *Daniel Cohen*

Name & Title: Daniel Cohen / Director

Company: bGlobal Interactive

Signature: 

Name & Title: Samuel D. Bretzfield

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