Non-Disclosure and Non-Use of Confidential Information Agreement

This Agreement (the “Agreement”) made this 4th day of January, 2017, by and between

Fundables LLC, a USA corporation, having its registered address at 16192 Coastal Highway, Lewes, DE 19958 USA, incorporated in the State of Delaware, Represented by Jatinder Singh, its President, (herein referred to as “Fundables”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a USA corporation, having its place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, incorporated in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (herein referred to as “Transfac”) under the following circumstances, (collectively referred to herein as the “Parties”).

The Parties desire to enter into a business relationship relating to:

* Financing businesses via receivable financing or other lending/loan programs that the Parties may decide to offer to such businesses.
* Additional services as may be deemed appropriate and/or offered by the Disclosing Party to the Receiving Party.

In the course of such evaluation, one or both of the Parties may find it desirable or necessary to disclose to the other party information which it considers to be of a highly confidential, unique and valuable nature (hereinafter “Confidential Information”). The Parties acknowledge that a confidential relationship exists between them and that great loss and damage may be sustained in the event any of the following Confidential Information of either Party is divulged to third parties at any time.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree hereto as follows:

1. **Secrecy of Information**
2. For purposes of this Agreement, the term “Confidential Information” shall be deemed to include, but is not limited to, plans, data, product samples, specifications, protocols for applications, fabrication know-how, drawings, concept know-how drawings, customer lists, price lists, pricing structure, accounting procedures, suppliers’ names and addresses, copies of existing agreements with suppliers, names of marketers, distributors lists and sales channels, advertising personnel, and technologies and funding platforms. Confidential Information shall mean, as the context requires, the Confidential Information of the Disclosing Party to the Receiving Party.

b) The Disclosing Party is that party from whom Confidential Information flows. The Receiving Party is that party to whom Confidential Information is given. Information shall be considered to be Confidential Information if the Disclosing Party clearly identifies it as such at the time of disclosure or designates in writing to the Receiving Party within 30 days of disclosure that such information is to be Confidential Information pursuant to the Agreement.

1. **Non-Disclosure of Confidential Information**

a) The Receiving Party shall maintain the confidentiality of Confidential Information from the Disclosing Party however disclosed to, or otherwise learned by, the Receiving Party. The Receiving Party shall use maximum care to prevent the unauthorized use or disclosure of Confidential Information. Each party shall use its best endeavors not to permit the same to be disclosed to any third party, except and then only to the extent necessary to give effect to this Agreement, to its Associates, employees, sub-contractors and the like who shall have been made aware that the same is secret and confidential and bound to treat the Confidential Information as such.

b) Confidential Information shall remain the property of the Disclosing Party. The disclosure of Confidential Information to the Receiving Party shall not constitute a grant by the Disclosing Party of any right, title, or interest in or to the Confidential Information. Under no circumstances shall the Receiving Party use Confidential Information of the Disclosing Party for any purpose other than those purposes specifically permitted by this Agreement.

1. The obligations and restrictions as to disclosure and use of the Confidential

Information shall not apply to: (a) any of the Confidential Information which enters the public domain through no act of the Receiving Party; or (b) any of the Confidential Information which is already known to the Receiving Party at the time of receipt hereunder and in respect of which the Receiving Party can adduce written or other tangible evidence of prior knowledge; or (c) any of the Confidential Information which is thereafter lawfully acquired by the Receiving Party from an independent source.

1. The obligations and restrictions as defined herein shall be binding on any and all companies in which the below signatories have a commercial and/or financial interest.

3. **Non-Use of Confidential Information**

1. The parties agree that they will not use:
2. any of the Confidential Information of the other party; and
3. any information derived from inspection of products manufactured by the other party in the manufacture of competitive products.
4. The parties further agree that they will not inspect, disassemble, copy, reverse-engineer, or otherwise use any Confidential Information embodied in products of the other party for the purpose of manufacturing competitive products.

4. **Term and Non-Circumvention**

The Receiving Party agrees not to directly or indirectly contact or communicate with any firm, person or entity disclosed by the Disclosing Party for any purpose, and that all such communication shall be through the Disclosing Party or its designee. The Parties further agree that during the term of this Agreement, and for a period of five (5) years after its expiration or earlier termination, the Receiving Party shall not directly or indirectly contact, negotiate with, or enter into a business relationship with any manufacturer, supplier, vendor, joint-venture or, or other firm, person or business entity introduced during the course of these discussions without the prior written consent of the Disclosing Party. The parties’ obligations with respect to maintaining the secrecy of any Confidential Information shall remain in force and effect notwithstanding the termination of this Agreement. Upon termination of this Agreement, at the request of the Disclosing Party, the Receiving Party shall return all Confidential Information, samples, or materials, unless such samples or materials were expended in their intended use, and the Receiving Party shall not retain any copies of any Confidential Information.

5. **No Conflicting Obligations**The parties represent that there is no agreement with any other party which would conflict with their obligations under this Agreement.

6. **Enforceability and Non-Assignability**This Agreement shall inure to the benefit of and may be enforced by either party, its successors or assigns and shall be binding upon the other party, its associates and its employees, assigns, legal representatives, executors, administrators, and other successors in interest. This Agreement shall not be assignable without the prior written consent of the other party.

7. **Complete Agreement** This Agreement contains the complete understanding between the parties and may not  
 be varied or terminated otherwise than in accordance with its terms, except by written  
 agreement by the parties.

8. **Governing Law** This Agreement shall be construed and enforced in accordance with the laws of the   
 State of Delaware, USA. Should enforcement of the Agreement be required within the  
 USA then the action shall be heard in the State of Delaware. Should enforcement of the  
 Agreement be required outside of the USA then this Agreement shall be submitted to the  
 International Chamber of Commerce, ICC International Court of Arbitration (“ICC  
 Arbitration Court”) for final settlement in accordance with the Rules of Arbitration of the  
 International Chamber of Commerce by one or more arbitrators appointed in accordance  
 with the said Rules. All ICC actions pertaining to this Agreement shall be heard by ICC  
 Arbitration Court in New York City.

9. **Waiver** Failure by either party to insist upon strict compliance with any of the terms, covenants,  
 or conditions hereof shall not be deemed a waiver of such terms, covenants, or  
 conditions, nor shall any waiver or relinquishment of any right or power hereunder at any  
 one time or more times be deemed a waiver or relinquishment of such right or power at  
 any other time or times.

10. **Divisibility**  The provisions of this Agreement are divisible; if any such provision shall be deemed  
 invalid or unenforceable, as to any periods of time, territory or business activities, such  
 provision shall be deemed limited to the extent necessary to render it valid and  
 enforceable.

11. **Counterparts / Electronic Signatures**

This Agreement may be executed in one or more counterparts, each of which will be  
 deemed an original but all of which will constitute one and the same instrument. For  
 purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium will  
 have the same force and effect as an original signature.

IN WITNESS WHEREOF, the undersigned duly authorized officers of each party have hereunto executed the Agreement on the date first set forth above.

For and on Behalf of For and on Behalf of

**­­­­­­­­­­­­**Fundables LLC

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By: Jatinder Singh By:   Its: President Its:

Date: Date: