

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (the "Agreement") dated this 4 day of November, 2015, by and between Ziv Gal ("Gal"), an individual, and Timothy King,
311 W. University Ave #201
an individual with his address at Champaign, IL 61820 ("Receiving Party"). Gal
and the Receiving Party shall be collectively referred to herein as the "Parties".

WHEREAS, Gal and the Receiving Party are considering a possible business relationship; and

WHEREAS, in connection with the potential development of a business relationship with the Receiving Party involving naming, branding and design the customer experience of an interactive manpower placement system ("IMPS") utilizing new developed software and known as IMPS, will provide Receiving Party with certain Confidential Information, as defined herein, concerning IMPS that it would not otherwise disclose, subject, however, to the terms, conditions and provisions of this Agreement; and

WHEREAS, the Receiving Party acknowledges that the information concerning the IMPS shared by Gal constitutes Confidential Information; and

WHEREAS, Gal wishes to protect the Confidential Information from the general public and other third parties not a party to the Agreement.

NOW, THEREFORE, in consideration of and in order to maintain the confidentiality of the Confidential Information, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The parties hereby acknowledge that the foregoing recitals are true and correct, and the same are hereby incorporated into and made part of this Agreement.

2. **CONFIDENTIAL INFORMATION.** This means any and all information relating to, about, constituting, containing, embodying, reflecting, identifying, referring to, dealing with, mentioning or pertinent to the possible business relationship between Gal and the Receiving Party as well as Gal's IMPS business model which could or may be used by the Receiving Party, and which are not generally known to the greater public or other third parties and whether or not specifically made known to the Receiving Party as Confidential Information. The Confidential Information includes, but is not limited to: (a) Gal and the Receiving Party are currently considering a potential business relationship; (b) discussions between the parties in connection with or related to the IMPS business model and concept; (c) any trade secrets (as the term is defined by Ga. Code Ann. § 10-1-760 *et. seq.* or otherwise under Georgia Law ("Trade Secrets")); (d) software information; (e) marketing strategies; (f) business contacts; (g) negotiations concerning the provision of labor placement services; and (h) any and all other information concerning Gal's IMPS concept, procedures, business and services, business policies and practices and other forms of information considered by Gal to be proprietary and confidential. A general description of the Confidential Information which Receiving Party will have access to is as follows: Concept of the proposed IMPS system and procedures, potential markets and financial, operation and management of the proposed IMPS system, technological and design concept of the proposed IMPS system, means and methods of current system for manpower placement, market implications of the proposed IMPS system including potential impact on various industries, regulations impact of the proposed IMPS system, Gal's current company information and procedures as well as financial operation,

3. **OWNERSHIP OF CONFIDENTIAL INFORMATION.** All marketing results, files, records, documents, software parameters, correspondence, emails, spreadsheets, financial projections, and similar items comprising or relating to any Confidential Information furnished by Gal to the Receiving Party shall remain the exclusive property of Gal.

4. **ACKNOWLEDGMENT OF CONFIDENTIALITY.** Receiving Party acknowledges that it already has or may receive information from Gal in the nature of Confidential Information or other proprietary business information, the release of which may be damaging to Gal or persons with whom he does or intends to do business, in that such Confidential Information is secret, confidential, valuable, and the unique asset of Gal. The Parties further acknowledge that disclosure of any of the Confidential Information to anyone other than the Receiving Party and the following specific named agents or representatives:

Non,

that have a need to review such Confidential Information will cause Gal irreparable injury and damage. Receiving Party acknowledges that Gal is interested in the development of a potential business relationship, such as a partnership or corporation, between the Parties and that the disclosure of Gal's IMPS concepts, strategies, business plan, negotiations or information between or among the parties in connection with the possible business relationship with any other person other than the Parties and their authorized representatives will cause Gal irreparable injury or damage.

5. **RESTRICTED USE AND NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** Gal hereby agrees to furnish the Confidential Information to Receiving Party for the sole purpose of evaluating a potential business relationship, as indicated above, based upon Gal's IMPS plan. In exchange for Receiving Party's receipt of the Confidential Information

from Gal, Receiving Party, on behalf of himself and any related companies, hereby agrees as follows:

5.01. Receiving Party will treat as strictly confidential and will not divulge to any party not signatory to this Agreement any Confidential Information furnished by Gal to him and his designated agents as listed above in Paragraph 4, whether in written form, orally, computer readable materials or otherwise, and to use the Confidential Information solely for the purpose stated herein.

5.02. Receiving Party shall not, directly or indirectly, in any manner, publish, disclose, divulge, disseminate or communicate, or allow his agents or representatives, as identified above, to publish, disclose, disseminate or communicate to any person any Confidential Information acquired by, disclosed to or known by Receiving Party except to the individuals identified herein who need to know such information for the sole, limited purpose of evaluating a potential business relationship between the parties (it being understood that such persons shall be informed of the confidential nature of such Confidential Information and that prior to being given access to the Confidential Information, each such person shall agree to be bound by the terms of this Agreement and shall execute same).

5.03. Receiving Party shall not make or allow his designated representatives referenced herein to make copies of any Confidential Information except in the form of memoranda, notes and other writings prepared by or based on the Confidential Information, or as Gal may specifically authorize in writing, and that he or she will not use this information or allow the use for any purpose, except to determine whether Receiving Party wishes to enter into the potential business relationship.

5.04. Receiving Party and his representatives will not make use of any Confidential Information or any knowledge or information derived therefrom, in any manner that would be detrimental to Gal and his business or business relationships.

6. **TERMINATION OF ACCESS TO CONFIDENTIAL INFORMATION.** Gal may elect at any time and for any reason (or for no reason), to terminate access to any and all of the Confidential Information. Upon receipt of notice of such written termination, Receiving Party shall immediately return all Confidential Information (and all copies thereof), to Gal and will cause any and all notes or written information prepared by Receiving Party or by his employees or designated representatives as noted herein, based on the Confidential Information, to be destroyed or delivered to Gal. Further, Receiving Party shall confirm in a sworn statement by an authorized representative that all Confidential Information (as defined herein) has either been returned or destroyed. This termination will not affect any obligations hereunder or those of any person to whom the Confidential Information is disclosed. All such obligations stated herein shall continue in effect.

7. **IRREPARABLE HARM/REMEDIES.** Receiving Party acknowledges and agrees that any unauthorized disclosure of any Confidential Information or the breach of any other covenant, restriction or agreement contained herein will cause irreparable and continuing harm to Gal for which money damages would be insufficient and inadequate and further, that Gal has no adequate remedy at law. Therefore, in the event of a breach, threatened breach or anticipated breach of any of the provisions herein, Gal shall be entitled to a temporary restraining order and preliminary or permanent injunctive relief or specific performance enjoining such breach, or to prevent the unauthorized breach or disclosure, in whole or in part, of any Confidential Information whether referred to specifically herein or not, and without the necessity

of proving actual damage to Gal or his business. Nothing contained herein shall be construed as prohibiting Gal from pursuing any other remedies available for such breach, threatened breach or anticipated breach against Receiving Party or any other person or entity, including the recovery of damages at law or other equitable relief. The rights and remedies provided herein are cumulative, and are not exclusive of any other rights, powers, privileges, or remedies, whether now or hereafter existing at law, in equity or otherwise.

8. **ATTORNEYS' FEES.** In the event that Gal resorts to legal action in order to enforce the terms and provisions in this Agreement and prevails, Gal shall be entitled to recover from the Receiving Party all expenses of litigation, including reasonable attorneys' fees and costs.

9. **NEW DEVELOPMENTS.** All business plans, marketing concepts, software, ideas, design etc., related to IMPS which are created on behalf of Gal and received by Receiving Party or his representatives or his receipt of or access to the Confidential Information, shall be and shall remain Gal's sole and exclusive property interest. Gal and Receiving Party agree that all right, title and interest in and to the IMPS business plan, ideas, and concepts are and shall remain the property of Gal. Receiving Party shall cooperate fully with Gal and do all reasonably necessary things to secure, preserve and protect the legal rights of Gal. Receiving Party further agrees that it will not, at any time after the execution of this Agreement, engage or participate, directly or indirectly, in any activity involving any IMPS business as shared by Gal, other than for consideration of entering into a business relationship with Gal.

10. **TERM OF AGREEMENT.** This Agreement shall be binding upon the Receiving Party and his designated representatives identified above to whom Confidential Information has been disclosed through a period of two (2) years from either the date hereof or

the date of disclosure, whichever is later; and for Confidential Information which constitutes a Trade Secret pursuant to Ga. Code Ann. § 10-1-760, *et. seq.*, for so long as such information remains a trade secret. In the event that any Confidential Information is delivered and furnished by Receiving Party to any other person or other legal entity, such person or other legal entity shall be bound by all the terms and provisions of this Agreement.

11. **SURVIVAL.** To the extent applicable, all representations, warranties, covenants and agreements made by the Parties in this Agreement and pursuant to the terms hereof shall survive the consummation of any subsequent contractual relationship, notwithstanding any investigation heretofore or hereafter made by Receiving Party or on behalf of Receiving Party.

12. **SEVERABILITY.** The covenants and conditions set out herein are severable and separate, and the unenforceability of any specific covenant or condition shall not affect the validity of any other covenants or conditions set forth herein. The existence of any claim or cause of action whether predicated on this Agreement and its covenants and conditions, or otherwise, shall not constitute a defense to the enforcement of the covenants and conditions set forth in this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Parties related to the subject matter hereof and shall be a conclusive determination thereof. This Agreement shall not be waived, varied, altered, amended or modified, in whole or in part, except by a written instrument executed by each of the Parties.

14. **GOVERNING LAW; JURISDICTION.** This Agreement shall be governed and construed in accordance with the laws of the state of Georgia. The parties agree that any action or proceeding to enforce any of the provisions of this Agreement shall have venue in either the

state courts located in Fulton County, Georgia or the U.S. District Court, Northern District of Georgia, located in Atlanta, Georgia, and the parties expressly waive any objection thereto.

15. **ACKNOWLEDGMENT OF COPY OF AGREEMENT.** Each party hereby acknowledges receipt of a complete copy of this Confidentiality Agreement.

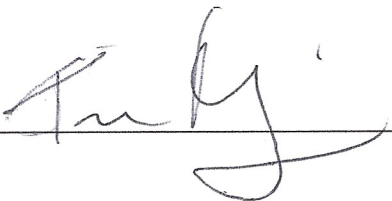
16. **COUNTERPART.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall be a binding agreement when one or more counterparts have been executed by all of the parties. The parties agree that a facsimile signature shall be considered an original signature.

IN WITNESS WHEREOF,

The undersigned parties have executed this Agreement and affix their seals on the day and year first above written.

By: _____
ZIV GAL

RECEIVING PARTY

By:  _____
Its: _____