

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between Empire Digitals LLC (hereinafter referred to as the "Company") and \_\_\_\_\_ (hereinafter referred to as the "Recipient").

The Company is engaged in developing and/or operating a biometric signature application, which is referred to as "Mrdocs" (hereinafter referred to as the "Application").

The Recipient desires to obtain access to the Application in order to evaluate and review its features and functionalities, and thus the parties hereby enter into this Agreement to protect the confidentiality of the Company's confidential and proprietary information (hereinafter referred to as the "Information").

### 1. Definition of Confidential Information

The "Confidential Information" shall include, but not be limited to, the following:

- all aspects of the Application, including, but not limited to, techniques, procedures, processes, know-how, materials, data, algorithms, technologies, user interface designs and other particulars of the Application;
- any information that the Company may provide in connection with the use of the Application; and
- all other proprietary and confidential information that the Company or its affiliates may possess or acquire during the term of this Agreement.

### 2. Confidentiality

The Recipient hereby agrees and undertakes not to disclose any Confidential Information in any form to any third-parties and shall not use the Confidential Information without written permission from the Company. Furthermore, the Recipient shall ensure that the Confidential Information is kept secure and confidential and shall only disclose the Confidential Information to employees, representatives and advisers who are bound to non-disclosure obligations with respect to such Confidential Information.

### 3. Exceptions

The Company agrees and understands that the Confidential Information may be disclosed by the Recipient for the sole purpose of complying with legal requirements or during a transaction involving the sale of the Company, provided that the Recipient takes reasonable steps to ensure that such Confidential Information is maintained confidential.

### 4. Return of Confidential Information

Upon the termination of this Agreement and/or upon receipt of a written request from the Company, the Recipient shall immediately return, destroy or delete all copies of the Confidential Information and all other documents containing the Confidential Information, provided that the Recipient may retain copies of the Confidential Information that are required by applicable law.

### 5. Representations and Warranties

The Recipient hereby represents and warrants that it shall take all necessary measures to keep the Confidential Information secure and confidential, in accordance with the terms and conditions of this Agreement.

### 6. No Rights

It is hereby agreed and understood that nothing in this Agreement shall be deemed to grant the Recipient any rights or licenses in relation to the Application.

7. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Compay

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Recipient

Name: \_\_\_\_\_

Signature: \_\_\_\_\_