

UNILATERAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "**Agreement**") is made effective as of _____ (the "**Effective Date**"), by and between **SECURED GLOBE INC.**, a company organized and existing under the laws of NY ("**Discloser**"), and _____ ("**Recipient**"), individually a "**Party**" and collectively the "**Parties**", to assure the protection and preservation of any confidential information or proprietary information to be disclosed or made available by Discloser to Recipient, in connection with a possible business relationship between the Parties hereto.

WHEREAS Recipient will be receiving Confidential Information from Discloser about software development techniques, databases, import and export of data, user interface and _____, as well as other software related issues regarding software developed or being developed.

In reliance upon and in consideration of the following undertakings, the Parties agree as follows:

1. **Description of Confidential Information:** All information disclosed to the Recipient including, but not be limited to, the Discloser's know-how, research, development, development methodology, trade secrets, general business operations, methods of doing business, pricing, prices paid for materials, charges for services and products; financial information, including costs, profits and sales; marketing strategies; names of suppliers, personnel, customers, clients and potential clients; negotiations or other business contacts with suppliers, personnel, customers, clients and potential clients; form and content of bids, proposals and contracts; the Discloser's internal reporting methods; technical and business data documentation and drawings; software programs, however embodied, manufacturing processes, inventions, non-published patent applications (together with its attached documents and that such application has been submitted) and any other data or information (in whatever form), as well as improvements and know-how related thereto, and information obtained by or given to the Discloser about or belonging to third parties which at the time of disclosure, is either written, in hard media, digital, electronic, oral or other format including information viewed or learned by Recipient during a visit to the Discloser's facilities, shall be deemed "Confidential Information".
2. **Exclusions:** The term "**Confidential Information**" shall not be deemed to include information which, as can be substantiated with dated written records: (a) was in the possession of the Recipient prior to receipt thereof from the Discloser; or (b) is now, other than through a breach of any obligation under this Agreement caused by an act or through no act or failure to act on the part of the Recipient, in the public domain; or (d) was received by the Recipient after the date of signing this Agreement, from a third party which, was not bound at the time of its disclosure to the Recipient by a confidentiality undertaking towards the Discloser, or (e) it was developed independently by the Recipient, without using the Confidential Information which it received from the Discloser.
3. Notwithstanding the above, the Recipient may disclose the Confidential Information which (i) is explicitly, in writing and in advance authorized by the Discloser, for disclosure but only to those parties to whom disclosure was permitted pursuant to this Agreement; or (ii) is required to be disclosed pursuant to any applicable law, regulation, judicial or administrative order or decree, or request by other regulatory organization having authority pursuant to the law; provided, however, that the Recipient shall promptly give prior written

notice to the Discloser, make a reasonable effort to cooperate with the Discloser in obtaining a protective order requiring that the Confidential Information not be disclosed, and take reasonable and lawful actions to avoid and/or minimize the extent of such disclosure

4. **Confidentiality Obligations:** The Recipient shall maintain all Confidential Information in trust and confidence and shall not exploit or make use, publish, disseminate or otherwise disclose, whether or not for consideration any Confidential Information to any third party without the written consent of the Discloser; and (ii) shall not copy, reproduce, market, sell, distribute, modify reverse engineer, disassemble or decompile any of the Confidential Information, any samples, prototypes, software or other tangible objects provided by the Discloser hereunder or create derivative works or developments based on the Discloser's source code; except with the express written authorization from the Discloser. Further, the Recipient agrees that it shall not remove or otherwise alter any of the Discloser's trademarks or service marks, serial numbers, logos, copyrights, notices or other proprietary notices or indicia, if any, fixed or attached to the Confidential Information or any part thereof.
5. Without derogating from the foregoing, the Recipient agrees and undertakes that it shall protect the Confidential Information against disclosure, at least in the same manner and with the same degree of care, but not less than a high degree of care, with which the Recipient protects confidential information of its own.
6. The Recipient may only disclose Confidential Information to those employees or agents and any other persons acting on behalf of the Recipient (the "**Representatives**") with a need to know in connection with the Purpose, as defined below, and only after such employees or agents have been advised of the confidential nature of such information and are legally bound by an obligation of confidentiality to the Recipient under terms substantially similar to the terms of this Agreement. The Recipient shall assume full responsibility for enforcing this Agreement with its Representatives and shall be liable for any breach of this Agreement by its Representatives.
7. **Use of Confidential Information:** The Recipient may use the Confidential Information only to the extent required in connection with evaluating the possible business cooperation between the Parties (the "**Purpose**") and for no other purpose whatsoever.
8. **Ownership and Return of Confidential Information:** All Confidential Information (including all copies thereof) shall at all times remain the property of the Discloser and shall be returned to the Discloser five (5) days following the Discloser's written request of the Discloser. The disclosure to the Recipient of Confidential Information or its use hereunder shall not be construed in any way to grant the Recipient any right or license with respect to Confidential Information other than the right to use Confidential Information strictly in accordance with the terms of this Agreement and for the Purpose.
9. **Term of Agreement:** This Agreement shall be in force and effect for a period of three (3) years commencing on the date hereof, unless terminated earlier upon thirty (30) days prior written notice by either Party to the other. The foregoing notwithstanding, the obligations of confidentiality hereunder with respect to all Confidential Information shall survive the termination or expiration of this Agreement for any reason, shall be binding upon the Recipient, the Representatives and each of their affiliates and successors and shall continue until such Confidential Information is no longer considered Confidential Information, as stated herein. .

10. Survival: Notwithstanding the foregoing, sections 3, 4, 5, 7, 8, 9 and 10 shall survive the expiration or termination of this agreement.

11. No Representations, Warranties or Liabilities: The Recipient agrees, undertakes and acknowledges that (i) the Confidential Information is provided on an "AS IS" basis only without any warranty, representation and/or liability on the part of the Discloser and that the Confidential Information may still be under development, or may be incomplete, and that such information may relate to products that are under development or are planned for development., (ii) no representation or warranty, express or implied, is made by the Discloser as to the truth, accuracy, completeness or reasonableness of any Confidential Information and neither the Discloser nor any of its directors, officers, employees, accountants, advisers, attorneys, shareholders, representatives or other agents, shall have any liability to the Recipient nor to any third party nor to any of the directors, officers, employees, accountants, advisers, attorneys, shareholders, representatives or other agents of the Recipient or any third party, resulting from the use of Confidential Information; (iii) no right or license, of any kind, is granted to the Recipient in relation to Confidential Information and any and all Confidential Information (including tangible copies and computerized or electronic versions or any other version on any other medium and summaries thereof), shall, at all time, remain the property of the Discloser (with respect to clause (ii) and (iii) except as may be provided and determined in a definitive agreement to be executed between the Parties); and (iv) the Recipient is acting as principal on its own account and not on behalf of any other party in respect of the Purpose.

12. Each Party agrees that, without the prior written consent of the other Party, such Party will not disclose to any other person that the Confidential Information has been exchanged between the Parties. Furthermore, the Parties agree that neither of them nor their Representatives will issue press releases or disclose to any other person the content of this Agreement, or that discussions or negotiations are taking place concerning any possible transaction involving the Parties without the prior written consent of the other Party, provided that such Party may make such disclosure if it is required by law.

13. Each Party hereby represents and warrants that it is not a party to nor bound by the terms of any confidentiality agreement or other agreement with any third party that may conflict with any of such Party's obligations hereunder.

14. Miscellaneous:

14.1 Titles and Subtitles:

The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

14.2 Governing Law: This Agreement and any controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of New York, without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York. In addition, each such party irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of such suit, action or proceeding brought in any such court or any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum, and agrees not to plead or claim the same. If either party engages attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its fees expended in engaging such attorneys.

- 14.3** **Successors and Assigns:** The Parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns. Neither party shall assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of the other Party, except in connection with a merger transaction, change of control, sale of all or substantially all of its assets, or any similar transaction of such Party.
- 14.4** **Severability:** If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be severed or, if possible, reformed without further action by the parties hereto and only to the extent necessary to make such provision or provisions valid and enforceable when applied to such particular facts and circumstances and the remainder of this Agreement will continue in full force and effect.
- 14.5** **Entire Agreement:** This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter.
- 14.6** **Amendments:** This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by all Parties.
- 14.7** **Notices:** Any notices required or permitted hereunder shall be given to the appropriate party at the address specified above or at such other address as the party shall specify in writing. Such notice shall be deemed given upon (i) personal delivery, (ii) seven (7) days after the date of mailing when deposited for overnight delivery with a commercially reputable international carrier, or (iii) three (3) days after the date such notice is transmitted by facsimile.
- 14.8** **Violation:** The Recipient acknowledges that the Discloser will be irreparably harmed if the Recipient violates or threaten to violate any of its obligations, undertakings and/or representations under this Agreement. Therefore, it is expressly clarified that money damages would not be a sufficient remedy for any breach of this Agreement by the Recipient, thus, in addition to all other rights and remedies, the Discloser shall be entitled to seek specific performance, injunctive and/or any other equitable relief, as a remedy for any such breach, and the Recipient agrees that it shall not oppose the granting of such relief and that it shall waive any requirement for the securing or posting of any bond in connection with such remedy.
- 14.9** **Relation of the Parties:** Neither this Agreement nor receipt of Confidential Information by Recipient shall constitute or imply any promise or intention by any of the Parties to establish a partnership or a joint venture or any other commercial relationship, between them.
- 14.10** This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute together but one and the same document. For purposes hereof, a facsimile copy of this Agreement shall be deemed to be an original.
- 14.11** This Agreement is for the sole benefit of the parties and shall not be construed as conferring any rights on any third party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

SECURED GLOBE INC

Recipient

By: /

Title: Co-Founder, Secured Globe, Inc

By:

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