

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into by and between Raise Marketplace Inc., a Delaware corporation with its principal offices at 11 East Madison Street, Floor 4, Chicago, IL 60602 on behalf of itself and its affiliates (collectively, "**Raise**" or "**Disclosing Party**"), and Rakesh Chatrath, a nda with its principal offices at nda on behalf of itself and its affiliates (collectively, "**Recipient**").

WHEREAS, Raise has provided and/or will provide proprietary and confidential information to Recipient in order to facilitate and permit the analysis, evaluation and consummation of a business transaction or business/vendor relationship with Raise (the "**Purpose**"); and

WHEREAS, Raise is not willing to provide confidential and proprietary information to Recipient absent the protections afforded by the Agreement.

NOW, THEREFORE, in consideration of the premises set forth above, the undertakings and promises set forth below, Raise and the Company agree as follows:

1. **Confidential Information**. The proprietary and confidential information of Raise that is the subject of this Agreement shall include all technology, trade-secrets, know-how, intellectual property, concepts, systems, programs, software, designs, specifications, methods, techniques, procedures, agreements, contracts, documents, manuals, reports, materials, records, data, marketing, financial and other information regarding Raise, its business, clients and customers (including, without limitation, pricing), products, contemplated products, services, contemplated services, proposals, operations, research, development, strategies, plans or any other aspect of its business, along with all analyses, evaluations and other information generated therefrom by the Recipient, whether or not any of the foregoing is formally designated as confidential by Raise, and whether any of the foregoing is received by the Recipient in electronic form, in written form, orally or in any other manner (collectively, the "**Confidential Information**"). "Confidential Information" shall also include any and all information about each party's employees, strategic partners, contacts, sources, suppliers, customers and prospects disclosed hereunder.

Notwithstanding the foregoing, Confidential Information shall not be deemed to include information that (a) was or is independently developed by the Recipient, as evidenced by bona fide written and dated documentation, (b) is otherwise known to or in the possession of the Recipient at the time this Agreement is executed, provided such information was not provided to the Recipient by Raise or any party having a duty of trust or an obligation of confidentiality Raise (an **"Obligated Party"**), (c) is subsequently received by the Recipient from a third party who is not an Obligated Party or (d) is or becomes available in the public domain through no fault of the Disclosing Party or an

Obligated Party.

2. **Obligations Regarding Non-Disclosure.** Recipient shall hold all Confidential Information in trust and in strict confidence by exercising at least the same degree of diligence and care that it uses to avoid disclosure or dissemination of its own highly confidential information, but in no event less than a reasonable standard of diligence and care. In this regard, a Recipient may disclose the Confidential Information on a need-to-know basis to its principals, officers, directors, shareholders, legal and financial advisors and employees ("**Recipient Persons**") who understand and agree to be bound by the terms of this Agreement, but the Recipient shall not disclose the Confidential Information to any other party without (a) the express prior written consent of Disclosing Party and (b) the written agreement of such party to be bound by the terms of this Agreement, any such person becoming a Recipient Person hereunder. Recipient will be responsible for any violation of this Agreement by any Recipient Person.

If a Recipient or any of its Recipient Persons are requested in any judicial, regulatory, governmental or administrative proceeding or by any governmental or regulatory authority (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar legal or regulatory process) to disclose any of the Confidential Information, such Recipient (or Recipient Persons) will, to the extent permitted by applicable law or legal order, (i) give the Disclosing Party prompt notice of such request so that such Disclosing Party may seek an appropriate protective order at its sole expense and (ii) consult and reasonably cooperate with such Disclosing Party to the fullest extent permitted by law with respect to taking steps to resist or narrow such a request or process. Such Recipient will cooperate to the extent reasonable practicable with such Disclosing Party, at the Disclosing Party's expense, in obtaining such an order. If in the absence of a protective order such Recipient or any of its Recipient Persons is nonetheless required to disclose Confidential Information, such Disclosing Party agrees that such Recipient or its Recipient Persons may make such disclosure without liability hereunder, provided that such Recipient (or Recipient Person) (a) furnishes only that portion of the Confidential Information that such Recipient (or Recipient Person) is advised by counsel is required and (b) uses its commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.

The Recipient shall not use the Confidential Information (a) for any purpose other than the defined Purpose set forth in this Agreement, or (b) for its own advantage or economic benefit outside the specific scope of such Purpose and the terms of this Agreement. The Recipient shall not duplicate the Confidential Information except for its use in connection with the defined Purpose set forth in this Agreement.

Upon the written request of a Disclosing Party, the Recipient will promptly: (A) re-deliver or

direct to be re-delivered to Raise all copies of the Confidential Information furnished to it by or on behalf of Raise, or (B) at Raise's option, destroy (and/or direct to be destroyed) all Confidential Information held by such Recipient or any of its Recipient Persons and provide Raise with written certification of the destruction of such material including, to the extent possible without unreasonable expense, destruction of all copies of Confidential Information stored in electronic form on such Recipient's (or Recipient Persons') computers, computer networks or any other storage medium.

3. **No Interest, Right, License or Further Obligation.** All Confidential Information shall remain the exclusive property of Raise and, other than to use the Confidential Information solely for the defined Purpose set forth in this Agreement, the execution of this Agreement shall not be construed as granting or conferring to the Recipient an interest, license or any other right in or to any Confidential Information. Moreover, the execution of this Agreement and the disclosure of some Confidential Information by Raise, shall not require Raise (a) to disclose additional Confidential Information, (b) to enter into or continue any negotiations, (c) to execute any additional agreements, or (d) to consummate any business transaction or engage in any ongoing basis relationship with the Recipient.

4. No Representations or Warranties. Unless otherwise expressly acknowledged in writing by Raise, all Confidential Information is provided to the Recipient "as-is", without any representation or warranty (express or implied) of any kind or nature by Raise or any other party, including any representation or warranty as to the completeness or accuracy of the Confidential Information provided.

5. No Publicity. Unless expressly approved in writing by the other party, no public announcement shall be made by any party to this Agreement as to the execution or content of this Agreement, nor as to any discussions, negotiations, transactions or ongoing business that may occur after the execution hereof.

6. Non-Public Use of Information. The parties agree and intend that, as to any potentially patentable information disclosed pursuant to this Agreement that has not previously been publicly disclosed, this disclosure of such information is for preliminary, experimental, test purposes only, and is a non-public use that precludes any public use of such information, and is in no way an offer to sell such information or any devices making use of such information.

7. **Survival of Obligations.** The obligations provided for in this Agreement, as well as any and all other undertakings and promises set forth herein, shall run indefinitely and shall survive the termination of any discussions, negotiations, transactions or ongoing business that may occur after the execution hereof. In addition, all such obligations, undertakings and promises shall survive and not be affected by any bankruptcy, receivership, assignment, attachment or seizure procedure,

whether initiated by or against any party to this Agreement.

8. Entire Agreement and Subsequent Modifications. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral representations, understandings, negotiations and agreements relating thereto. Modifications of this Agreement must be in writing and signed by each party; provided, however, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, to the extent permitted by law, the parties intend for such provision to be reduced in scope or otherwise modified by the court to the minimum extent necessary to render the subject provision reasonable and enforceable. In addition, if any such invalid or unenforceable provision cannot be or is not so modified, such provision shall be deemed severed from this Agreement and all of the other provisions hereto shall remain in full force and effect as if such provision had never been included herein.

9. Exercise of Right and Waivers. All rights, powers and privileges of the parties under the Agreement are separate, cumulative and not alternative, and they may be exercised concurrently or successively at each such party's discretion. Any waiver of any such right, power or privilege by any party must be in a writing to be effective and shall not be construed as a continuing waiver unless expressly stated. No delay or failure by a party to insist upon the other party's adherence to and strict right, power or privilege hereunder, shall operate as a waiver of that party's right to subsequently compel such adherence or performance, or to subsequently exercise any such other right, power or privilege, with respect to the matter in question or any other matter, including any continuing or subsequent default hereunder by the other party.

10. Litigation and Equitable Relief. Recipient acknowledges that its unauthorized disclosure or use of any Confidential Information would cause irreparable injury Raise and that money damages may not be sufficient remedy for any breach of any provision of this Agreement by Recipient. Therefore, Raise shall, in addition to all other available legal or equitable remedies and damages, be entitled to seek specific performance and injunctive relief, without the necessity of posting or filing a bond or other security, to restrain the threatened or actual violation of this Agreement by Recipient, its principals, employees and all other persons acting therefor or in concert therewith. If any action is brought to enforce the rights of Raise under this Agreement, the prevailing party in such action shall be entitled to collect its reasonable attorney's fees and associated expenses from the other party.

11. Governing Law, Jurisdiction and Venue. Jurisdiction and venue for the formal resolution of any disputes relating to this Agreement shall lie exclusively in the Federal and State Courts in Cook County, Illinois and any such claim shall be governed by, construed and interpreted in accordance with Illinois law without giving effect to principles of conflicts of law. Each party consents

to the personal jurisdiction of the State and Federal Courts located in Cook County, Illinois for any dispute arising from or related to the Agreement and waives any right such party may have to object to any venue of such courts. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE OR LITIGATION RELATED TO THIS AGREEMENT.

12. Notices. All notices must be in writing to be effective and may be personally delivered or sent by certified mail or recognized overnight courier to the applicable address noted on page one of this Agreement, and any such notice shall be deemed received when delivered to such address. Either party may change its address for notice purposes by providing written notice of such change to the other party in the manner set forth in this Paragraph 12.

13. Construction. Whenever the context of this Agreement requires, all words used in the singular shall be construed to have been used in the plural, and vice versa, and a reference to a particular gender shall be deemed to include any other gender. All paragraph headings used in this Agreement are only for convenience, and shall not be used in the interpretation of any provision hereof. All approvals, consents and other discretionary actions that may be given or taken under this Agreement by a party may be given or taken in that party's sole and absolute discretion.

14. Binding Effect and Assignment. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto (their Recipient Persons), and their respective successors and assigns; provided, however, that neither party shall assign this Agreement or any of its rights or obligations hereunder, without the express prior written consent of the other; provided each party is permitted to assign this Agreement in the context of (i) any internal reorganization or restructuring or (ii) of a change of control or sale of substantially all of the business, whether by merger, sale of assets or equity. This Agreement shall be effective as of the last date below.

15. Counterparts and Facsimiles. This Agreement may be executed in counterparts and delivered by facsimile, and all such counterparts shall constitute one and the same agreement.

Raise Marketplace Inc.

By: Raise Dev

By: Rakesh

Title:

Title: nda

Print Name:

Print Name: Rakesh Chatrath

Date: 09/03/2016

Date: 09/03/2016

TITLE	NDA form with Raise Inc.
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Not legally binding. This is a test request.

Document History



SENT

09/03/2016
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Sent for signature to (raisedev1@gmail.com) and Rakesh Chatrath (rchatrath7@gmail.com)
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VIEWED

09/03/2016
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SIGNED

09/03/2016
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VIEWED

09/03/2016
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Viewed by Rakesh Chatrath (rchatrath7@gmail.com)
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SIGNED

09/03/2016
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IP: 130.49.1.57



COMPLETED

09/03/2016
06:04:52 UTC

The document has been completed.