

AB Software LLC

Non-Disclosure Agreement

1. The Parties

This Nondisclosure Agreement (the "Agreement") is entered into by and between AB Software LLC ("Disclosing Party"), and Independent Contractor ("Receiving Party"), for the purpose of preventing unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

2. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged, including but not limited to: code, software, programs, accounts, credentials, non-public business information, strategies, marketing, sales plans, customer lists, distribution channels or any information marked by the Disclosing Party as confidential or otherwise identified as confidential or treated by the Designated Party as confidential. If

3. Exclusions From Confidential Information

Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

4. Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing and shall destroy all electronic copies of said information.

5. Time Periods

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The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

6. Relationships

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer, or employee of the other party for any purpose.

7. Entire Agreement

This is the entire Agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. This Agreement may not be amended except in a writing signed by both parties.

8. Successors and Assignees

This Agreement binds and benefits the heirs, successors, and assignees of the parties.

9. Waiver

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

10. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the state of Florida.

11. Severability

If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable and this Agreement shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

AB Software LLC

Andrew Frisbie, AB Software LLC, Principal

Signature: _____ Date: _____

Independent Contractor

Name: _____

Signature: _____ Date: _____

CONFIDENTIAL