

January 20, 2014

James Wenzel
Notch
1867 Kiest Ave
Northbrook, IL 60062

Dear **Rob Abelow**,

In connection with your discussions with **Notch** (together with its subsidiaries, the "Company") regarding the Franc app, the Company and its Representatives (as defined below) may provide to **Rob Abelow** (together with its subsidiaries, "Rob" or "you") you certain information which is non-public, confidential or proprietary in nature.

By execution of this letter agreement (the "Agreement"), you agree to treat confidentially any information, oral or written, concerning the Company that you or your Representatives may be provided by or on behalf of the Company (collectively, the "Confidential Information"). The term "Confidential Information" shall also include all reports, analyses, notes or other information that are based on, contain or reflect any Confidential Information ("Notes"). The term "Confidential Information" does not include information that (i) is now or becomes generally available to the public other than as a result of a disclosure by you or any of your Representatives, (ii) was available to you on a non-confidential basis prior to the disclosure of such Confidential Information to you pursuant to this Agreement, provided that the source of such information was not known by you or any of your Representatives, after reasonable investigation, to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company, or any of its Representatives, (iii) becomes available to you on a non-confidential basis from a source other than the Company, or any of its Representatives provided that such source is not known by you or any of your Representatives, after reasonable investigation, to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company or any of its Representatives or (iv) has been independently acquired or developed by you or your Representatives without reference to or use of the Confidential Information and without violating any obligations under this Agreement. The term "Representative" means, as to any person, such person's affiliates and its and their directors, officers, employees, agents, representatives, advisors, controlling persons and lenders.

You agree that you will not use the Confidential Information for any purpose other than evaluating the Company and the technology. You agree not to disclose or allow disclosure to any person of any Confidential Information, except that you may disclose Confidential Information to your Representatives on a need to know basis for purposes of evaluating the Company (it being understood that, before disclosing the Confidential Information or any portion thereof to such Representatives, those Representatives will be informed of the confidential nature of the Confidential Information and will agree to be bound by this Agreement and not to disclose the Confidential Information to any other individual or entity). A failure by your Representatives to abide by the terms of this Agreement will be deemed a breach of this Agreement by you and you agree to be responsible for any breach of this Agreement by you or any of your Representatives. You agree to undertake reasonable precautions to safeguard and protect the confidentiality of the Confidential Information, which precautions shall be no less diligent than those exercised by you to protect your own confidential information. This Agreement



does not grant any right or license, express or implied, to use the Confidential Information except as set expressly set forth herein.



This Agreement embodies the entire understanding and agreement between the parties with respect to the Confidential Information and supersedes any prior understandings and agreements relating thereto. This Agreement may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

Your non-disclosure obligations under this Agreement shall terminate on the third anniversary of the date of this Agreement; provided that such termination shall not relieve any party from liability in respect of breaches by such party prior to such termination.

If you are in agreement with the foregoing, please so indicate by signing, dating and returning one copy of this Agreement, which will constitute our agreement with respect to the matters set forth herein.

Very truly yours,

James Wenzel of Notch

By:  _____
Its:  _____

Confirmed and Agreed to:

Rob Abelow

By: _____

Its: _____

Date: _____