

DAIS, INC.

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “*Agreement*”) is made and entered into as of the Effective Date set forth below (the “*Effective Date*”) by and between Dais, Inc., a Delaware corporation, dba Regroup (the “*Company*”) and the other party listed on the signature page below (the “*Receiving Party*”).

1. **Purpose.** The parties wish to explore a business relationship (“*Business Relationship*”) and in connection therewith, the Company may disclose to the Receiving Party certain confidential technical and business information that the Company desires the Receiving Party to treat as confidential.

2. **Confidential Information.**

(a) “*Confidential Information*” means any proprietary information disclosed by the Company to the Receiving Party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, research, product plans, products, services, customers, markets, software, computer programs, know-how, ideas, inventions (whether or not patentable), processes, designs, drawings, engineering, hardware configuration information, marketing or finance documents, customer names, customer list, customer data and other technical, business, financial, customer and product development plans, forecasts, strategies and information). Confidential Information Includes, without limitation, all proprietary information which relates to the Company’s business (including without limitation, business plans, financial data, customer information, marketing plans, etc.), technology (including without limitation, technical drawings, designs, schematics, algorithms, technical data, product plans, research plans, software, etc.), products, services, trade secrets, know-how, formulas, processes, ideas and inventions (whether or not patentable) and whether or not designated as “*Confidential*” or “*Proprietary*”. Confidential Information may also include information disclosed to the Company by third parties.

(b) Notwithstanding anything to the contrary herein, the existence or subject matter of this Agreement, including the fact that any investigations, discussions or negotiations are taking place concerning a possible transaction or the status thereof, or that the Receiving Party has received Confidential Information from the Company shall be deemed to be Confidential Information.

(c) Notwithstanding the foregoing, Confidential Information will not include any information that the Receiving Party can document: (i) is or was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party without fault of the Disclosing Party; (ii) was already in the possession of the Receiving Party at the time of disclosure as shown by the Receiving Party’s files and records prior to the time of disclosure thereof by the Company; (iii) is obtained by the Receiving Party from a third party without a breach of such third party’s obligations of confidentiality to the Company.

3. **Obligations.**

(a) The Receiving Party agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Business Relationship (“*Purpose*”). Receiving Party agrees not to disclose any Confidential Information to third parties, except if it is to a third party when such is required in order to evaluate or engage in discussions concerning the contemplated Business Relationship. The Receiving Party shall hold the Confidential Information in strictest confidence and shall not use or disclose the Confidential Information without the prior written consent of the Company.

(b) Receiving Party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Receiving Party will take at least those measures that it takes to protect its own most highly confidential information, but in no event less than a reasonable degree of care, and will ensure that any employees who have access to any Confidential Information must have a legitimate “need to know,” must have been advised of the obligations of confidentiality under this Agreement and must be bound in writing to obligations of confidentiality, non-use and non-disclosure substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. The Receiving Party will not make any copies of the Confidential Information of the other party unless the Company previously approved it in writing. Receiving Party will reproduce the Company’s proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. The Receiving Party shall immediately notify the Company in the event of any unauthorized use or disclosure of the Confidential Information.

(c) Nothing in this Agreement shall prohibit the Receiving Party from disclosing Confidential Information if legally required to do so by judicial or governmental order or in a judicial or governmental proceeding ("**Required Disclosure**"); provided that the Receiving Party shall: (i) give the Company reasonable notice of such Required Disclosure prior to disclosure; (ii) cooperate with the Company in the event that it elects to contest such disclosure or seek a protective order with respect thereto; and (iii) in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.

(d) **No Obligation.** Nothing herein will obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Business Relationship. Nothing in this Agreement shall be construed to require the Company to disclose any Confidential Information to the Receiving Party.

4. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS, WITH ALL FAULTS." THE COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, PERFORMANCE, MERCHANTABILITY, FITNESS FOR USE, NONINFRINGEMENT OR ANY RIGHT OF PRIVACY, ANY RIGHTS OF THIRD PERSONS OR OTHER ATTRIBUTES OF ITS CONFIDENTIAL INFORMATION.

5. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information, and all copies thereof which are in the possession of the Receiving Party, will be and remain the property of the Company and will be promptly returned upon the Company's written request.

6. **No License.** All Confidential Information is and shall remain the property of the Company. Nothing in this Agreement is intended to grant or confer any rights by license or otherwise, either express, implied or by estoppel, to any Confidential Information, or under any patent, copyright, trade secret or other intellectual property right of the Company. The Receiving Party shall not copy, alter, modify, reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information and shall not remove, overprint, deface or change any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership from any originals or copies of Confidential Information. Receiving Party agrees not to export or reexport (within the meaning of U.S. or other export control laws or regulations) any Confidential Information or product thereof. This Agreement shall not grant the Receiving Party any rights in or to the Confidential Information except as expressly set forth herein.

7. **Term.** This Agreement shall continue from the Effective Date for a period of five (5) years unless terminated by either party for any reason by giving thirty (30) days' written notice to the other party. The obligations of the Receiving Party hereunder with respect to any Confidential Information received by the Receiving Party on or prior to the date of expiration or termination shall survive such expiration or termination. Immediately upon: (a) written request by the Company at any time; or (b) upon the expiration or termination of this Agreement, the Receiving Party shall immediately cease all use of and return to the Company all copies or extracts in any medium of the Confidential Information or certify, in writing by an authorized officer of the Receiving Party, the destruction of the same to the Company.

8. **Remedies.** The Receiving Party acknowledges and agrees that due to the unique nature of the Company's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Company resulting in irreparable harm to the Company and, therefore, that upon such breach or any threat thereof, the Company shall be entitled to appropriate equitable relief in addition to whatever remedies it might have in law, in equity or otherwise, and the Company will be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages. . The Receiving Party will notify the Company in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware.

9. **Miscellaneous.**

(a) This Agreement will bind and inure to the benefit of the parties hereto and the Company's successors and assigns. No permitted assignment shall relieve the Receiving Party of its obligations hereunder with respect to Confidential Information disclosed to it prior to such assignment. Any assignment in violation of this section shall be void.

(b) The parties are independent contractors. Nothing in this Agreement or in the activities contemplated

by the parties hereunder shall be deemed to create an agency, partnership, employment or joint venture relationship between the parties. Neither party's officers or employees, agents or contractors shall be deemed officers, employees, agents or contractors of the other party for any purpose. Each party shall be deemed to be acting solely on its own behalf and has no authority to incur obligations or perform any acts or make any statements on behalf of the other party. Neither party shall represent to any person or permit any person to act upon the belief that it has any such authority from the other party.

(c) This Agreement will be governed by the laws of the State of California, without reference to conflict of laws principles. The parties hereby submit to the personal jurisdiction of, and agree that any legal proceeding with respect to or arising under this Agreement shall be brought solely in, the federal and state courts located in the United States District Court for the Northern District of California. Each party hereby irrevocably consents to the jurisdiction of any such court. If any legal action or proceeding is commenced in connection with any dispute arising under, relating to or otherwise concerning this Agreement, the prevailing party, as determined by the court, shall be entitled to recover its attorneys' and experts' fees and all costs and necessary disbursements actually incurred in connection with such action or proceeding.

(d) This document contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understanding and agreements between and among them respecting the subject matter hereof. Any failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. No delay, failure or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(e) The Company does not wish to receive any confidential information from the Receiving Party, and the Company assumes no obligation, either express or implied, with respect to any information disclosed by the Receiving Party.

(f) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. More than one counterpart of this Agreement may be executed by the parties hereto, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

DAIS, INC.

By: _____

Joe DiPasquale, CEO

Address: 709 Noe St. _____

San Francisco, CA 94114 _____

Telephone: _____

Email: joe@regroup.com _____

Effective Date: _____

Name UMESH KUMAR

Signature: Umesh

Address: 315 B, Tanjong Katong Road,
Singapore, 437098

Telephone: 86413078

Email: umeshdhanwal@gmail.com

DAIS, INC.

CONSULTING AGREEMENT

This Agreement is made as of the date set forth on the signature page to this Agreement (the “*Effective Date*”) by and between Dais, Inc., a Delaware corporation, dba Regroup (the “*Company*”), and the independent contractor (“*Consultant*”) whose name and address are set forth on the signature page to this Agreement. Consultant desires to provide services to, and Company desires to have Consultant provide services to, Company as set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Services.** Consultant agrees to provide the services described on Exhibit A attached hereto (the “*Services*”). Consultant will provide the Services with due diligence and in compliance with all applicable laws and the Company’s rules and policies applicable to the Company personnel or contractors generally.
2. **Consideration.** As consideration for providing the Services, the Company agrees to pay Consultant the compensation set forth in Exhibit B attached hereto (the “*Compensation*”).
3. **Expenses.** Consultant is not authorized to incur any expenses on behalf of Company. In the event Consultant is authorized to incur any expenses they will be reimbursed if reasonable and appropriately documented.
4. **Term and Termination.** The term of this Agreement will be for one term on Udacity, commencing on the Effective Date unless earlier terminated by either Consultant or the Company at any time for any reason or no reason, with or without cause, upon written notice to the other party. Consultant’s obligations under Sections 5, 6 and 9 and the terms and conditions of the CIIPA (as defined below) apply with equal force with respect to and in connection with any and all Services or other services that Consultant may have performed for the Company prior to the Effective Date, as if such services had been performed during the term of this Agreement, and such terms and conditions shall remain in full force and effect following termination or expiration of this Agreement.
5. **Independent Contractor.** Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent, employee or representative of the Company. Consultant will have no authority to enter into contracts which bind the Company or create obligations on the part of the Company without the express prior authorization of the Company. Instead, Consultant’s relationship with the Company will be that of an independent contractor performing the Services. To the extent applicable, if any, Consultant agrees to furnish (or reimburse the Company for) all tools and materials necessary to accomplish this contract, and shall incur all expenses associated with such performance, except as expressly provided on Exhibit A hereto. Consultant will not be eligible for any employee benefits. Company will not deduct taxes or other withholdings from payments made to Consultant. Consultant acknowledges and agrees that Consultant is obligated to report as income all consideration that Consultant receives under this Agreement, and Consultant acknowledge and agree to pay all self-employment and other taxes thereon. Consultant further agrees to indemnify the Company and hold it harmless to the extent of any obligation imposed on the Company (a) to pay withholding taxes or similar items on compensation paid to Consultant or (b) resulting from Consultant being determined not to be a consultant.
6. **Confidentiality.** Prior to commencing performance of the Services, Consultant will execute and deliver to the Company the Confidential Information and Intellectual Property Assignment Agreement attached hereto as Exhibit C (the “*CIIPA*”).
7. **Conflicting Agreements.** Consultant represents that Consultant’s performance of all the terms of this Agreement and the CIIPA does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by Consultant in confidence or in trust prior to this Agreement with the Company, and Consultant will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or others. Consultant agrees not to enter into any agreement either written or oral in conflict with the provisions of this Agreement.
8. **Limitation of Liability.** IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION

WITH THIS AGREEMENT, EVEN IF THE COMPANY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

9. **General Provisions.**

Consulting Agreement

- a. The Company may assign any of its rights under this Agreement. Consultant may not delegate any duties or assign any rights under this Agreement without the express prior written consent of the Company. Subject to the foregoing, the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, executors, administrators and legal representatives.
- b. Any amendment to this Agreement must be in writing signed by Consultant and the Company. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.
- c. All notices, requests and other communications called for by this Agreement will be deemed to have been given if made in writing and mailed, postage prepaid, if to Consultant at the address or electronic mail address set forth below, and if to the Company at 709 Noe St. San Francisco, CA 94114 ; and cutah@regroup.com, or such other address or electronic mail address as either party specifies in writing to the other.
- d. The validity, performance and construction of this Agreement will be governed by the laws of the State of California, without regard to the provisions thereof pertaining to conflicts of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable. If Consultant breaches or threatens to breach this Agreement, the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.
- e. This Agreement, together with any exhibits hereto, which are incorporated herein by this reference, constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersedes any prior consulting or other agreements, whether oral or written, between the parties with respect to the subject matter hereof.
- f. Consultant has received all consents and approvals of third parties, required as a condition to the execution of this Agreement or the performance of the Services prescribed herein.
- g. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have entered into this Consulting Agreement as of the Effective Date.

DAIS, INC.

CONSULTANT

By: _____

Joe DiPasquale

Effective Date: _____

By: Umesh _____

Name: UMESH KUMAR

Federal Tax I.D. Number: _____

Address: 315 B, Tanjong Katong Road,
Singapore, 437098

Email: umeshdhanu@gmail.com

Consulting Agreement

Exhibit A

EXHIBIT A

DAIS, INC.

Services

So long as this Agreement is in effect, all services or contribution of any kind provided by Consultant to Company will be governed by this Agreement. During the Term, Consultant will perform the following services (collectively, “*Services*”):

- Development in Trading strategies e.g. possibly an arbitrage model
- Developer for Cryptocurrency Trading and Trading Platform projects
- Trading
- Keep consistent contact with Joe, Liz and others in the team regarding projects
- Meet with and/or update regularly the relevant person(s) in the team to review work

Exhibit B

EXHIBIT B

DAIS, INC.

Compensation

1. Contact: Consultant's principal Company contact: Joe DiPasquale
2. Services: Consultant will render to the Company the Services as set forth on Exhibit A and other services as may be requested by the Company.

3. Commitment:

Consultant shall provide Services to the Company no fewer than 10 hours per week. Both parties recognize the scope of this work cannot be adequately determined at this point and time. As a better assessment of necessary time commitment becomes available, this Agreement can be refined or added to by agreement of both parties.

4. Compensation:

As compensation for the Services:

- (a) The Company will pay Consultant at the rate of ____.

EXHIBIT C

DAIS, INC.

Confidential Information and Intellectual Property Assignment Agreement

As a condition of my independent contracting relationship with Dais, Inc., a Delaware corporation, dba Regroup, together with its subsidiaries, affiliates, successors or assigns (together the “*Company*”), and in consideration of my independent contracting relationship with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following:

1. Confidential Information.

(a) **Company Information.** I agree at all times during the term of my independent contracting relationship with the Company (my “*Relationship with the Company*”) and thereafter to hold in strictest confidence, and not to use except for the benefit of the Company or to disclose to any person, firm or corporation without written authorization of the Board of Directors of the Company, any Confidential Information of the Company. I understand that “*Confidential Information*” means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the term of my Relationship with the Company), markets, works of original authorship, photographs, negatives, digital images, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. I further understand that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

(b) **Other Employer Information.** I agree that I will not, during my Relationship with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

(c) **Third Party Information.** I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

2. Intellectual Property.

(a) **Assignment of Intellectual Property.** I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any original works of authorship, inventions, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the service of the Company (collectively referred to as “*Intellectual Property*”) and which (i) are developed using the equipment, supplies, facilities or Confidential Information of the Company, (ii) result from or are suggested by work performed by me for the Company, or (iii) relate to the business, or to the actual or demonstrably anticipated research or development of the Company. The Intellectual Property will be the sole and exclusive property of the Company. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my Relationship with the Company and which are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act. To the extent that any Intellectual Property is not deemed to be work for hire, then I will and hereby do assign all my right, title and interest in such Intellectual Property to the Company, except as provided in Section 2(e).

(b) **Patent and Copyright Registrations.** I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Intellectual Property and any copyrights, patents or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property, and any copyrights, patents or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Intellectual Property Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my assistance in perfecting the rights transferred in this Intellectual Property Agreement, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me. The designation and appointment of the Company and its duly authorized officers and agents as my agent and attorney in fact shall be deemed to be coupled with an interest and therefore irrevocable.

(c) **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Intellectual Property made by me (solely or jointly with others) during the term of my Relationship with the Company. The records will be in the form of notes, sketches, drawings, and works of original authorship, photographs, negatives, digital images or any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(d) **Intellectual Property Retained and Licensed.** I provide below a list of all original works of authorship, inventions, developments, improvements, and trade secrets which were made by me prior to my Relationship with the Company (collectively referred to as "***Prior Intellectual Property***"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there is no such Prior Intellectual Property. If in the course of my Relationship with the Company, I incorporate into Company property any Prior Intellectual Property owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Intellectual Property as part of or in connection with such Company property.

Prior Intellectual Property:

Title	Date	Identifying Number or Brief Description
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(e) **Exception to Assignments.** I understand that the provisions of this Agreement requiring assignment of Intellectual Property to the Company do not apply to any intellectual property that (i) I develop entirely on my own time; and (ii) I develop without using Company equipment, supplies, facilities, or trade secret information; and (iii) do not result from any work performed by me for the Company; and (iv) do not relate at the time of conception or reduction to practice to the Company's current or anticipated business, or to its actual or demonstrably anticipated research or development. Any such intellectual property will be owned entirely by me, even if developed by me during the time period in which I am in the service of the Company. I will advise the Company promptly in writing of any intellectual property that I believe meet the criteria for exclusion set forth herein and are not otherwise disclosed pursuant to Section 2(d) above.

(f) **Return of Company Documents.** I agree that, at the time of leaving the service of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all works of original authorship, photographs, negatives, digital images, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my consulting arrangement with the Company or otherwise belonging to the Company, its successors or assigns. In the event of the termination of my

Relationship with the Company, I agree to sign and deliver the "*Termination Certificate*" attached hereto as **Appendix A. 3. Notification of New Employer.** In the event that I leave the service of the Company, I hereby grant consent to notification by the Company to my new employer or consulting client about my rights and obligations under this Agreement.

4. **No Solicitation of Employees.** In consideration for my Relationship with the Company and other valuable consideration, receipt of which is hereby acknowledged, I agree that during the period of my Relationship with the Company and for a period of twelve (12) months thereafter I shall not solicit the employment of any person who shall then be employed by the Company (as an employee or consultant) or who shall have been employed by the Company (as an employee or consultant) within the prior twelve (12) month period, on behalf of myself or any other person, firm, corporation, association or other entity, directly or indirectly.

5. **Representations.** I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my Relationship with the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith. I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement.

6. **Arbitration and Equitable Relief.**

(a) **Arbitration.** Except as provided in Section (b) below, I agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in San Francisco, California, in accordance with the rules then in effect of the American Arbitration Association, provided, however, the parties will be entitled to full and liberal evidentiary discovery in accordance with the rules governing civil litigation in courts of the same jurisdiction. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The Company will pay the costs and expenses of such arbitration, and each of us shall separately pay our counsel fees and expenses.

(b) **Equitable Remedies.** Each of the Company and I agree that disputes relating to or arising out of a breach of the covenants contained in this Agreement would likely require injunctive relief to maintain the status quo of the parties pending the appointment of an arbitrator pursuant to this Agreement. The parties hereto also agree that it would be impossible or inadequate to measure and calculate the damages from any breach of the covenants contained in this Agreement prior to resolution of any dispute pursuant to arbitration. Accordingly, pursuant to C.C.P. §1281.8(b), if either party claims that the other party has breached any covenant of this Agreement, that party will have available, in addition to any other right or remedy, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such provision of this Agreement pending resolution of the dispute through arbitration. The parties further agree that no bond or other security shall be required in obtaining such equitable relief and hereby consents to the issuance of such injunction and to the ordering of specific performance. However, upon appointment of an arbitrator, the arbitrator shall review any interim, injunctive relief granted by a court of competent jurisdiction and shall have the discretion, jurisdiction, and authority to continue, expand, or dissolve such relief pending completion of the arbitration of such dispute or controversy. The parties agree that any orders issued by the arbitrator may be enforced by any court of competent jurisdiction if necessary to ensure compliance by the parties.

7. **General Provisions.**

(a) **Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by the laws of the State of California as they apply to contracts entered into and wholly to be performed within such State. I hereby expressly consent to the nonexclusive personal jurisdiction and venue of the state and federal courts located in the federal Northern District of California for any lawsuit filed there by either party arising from or relating to this Agreement.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in

writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

(c) **Severability**. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(d) **Successors and Assigns**. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

(e) **Extras**. You will be a tutor to Joe and you agree that you will not use his name or any code written since this contract is strictly confidential between you and him. Code will not be posted online.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Confidential Information and Intellectual Property Assignment Agreement as of the date set forth below.

By: Umesh

Name: Umesh Kumar Address:

315 B, Tanjong Katong Road,
Singapore, 437 098

DAIS, INC.

By: _____

Joe DiPasquale

Address: 709 Noe St.

San Francisco, CA 94114

Dated: _____

APPENDIX A

DAIS, INC.

Termination Certificate

The undersigned consultant ("**Consultant**") certifies to Dais, Inc., a Delaware corporation dba Regroup and its subsidiaries and other corporate affiliates and each of their respective employees, officers, directors, owners, stockholders and agents (collectively referred to herein as the "**Company**"), as of the date Consultant signs this Termination Certificate ("**Certificate**") as indicated on the signature page hereof, as follows:

Consultant certifies that it does not have in his or her possession, nor has Consultant failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to the Company.

Consultant further certifies that he or she has complied with all the terms of the Company's Confidential Information and Intellectual Property Assignment Agreement signed by Consultant (the "**CIIPA**"), including the reporting of any Intellectual Property (as defined therein), conceived or made by Consultant (solely or jointly with others) covered by the CIIPA.

Consultant further agrees that, in compliance with the CIIPA, Consultant will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

Consultant further agrees that for twelve (12) months from this date, Consultant shall not solicit the employment of any person who shall then be employed by the Company (as an employee or consultant) or who shall have been employed by the Company (as an employee or consultant) within the prior twelve (12) month period, on behalf of Consultant or any other person, firm, corporation, association or other entity, directly or indirectly, all as provided more fully with the Intellectual Property Agreement.

Consultant and his or her heirs, executors, representatives, agents, insurers, administrators, successors and assigns (collectively, the "**Releasors**") irrevocably and unconditionally fully and forever waive, release and discharge the Company, including each of the Company's parents, subsidiaries, affiliates, predecessors, successors and assigns, and all of their respective officers, directors, employees, shareholders, trustees, partners and other related persons or entities in their corporate and individual capacities (collectively, the "**Releasees**") from any and all claims, demands, actions, causes of actions, obligations, judgments, rights, fees, damages, debts, obligations, liabilities and expenses (inclusive of attorneys' fees) of any kind whatsoever that existed or arose on or before, and including, the date of Consultant's execution of this Certificate (collectively, "**Claims**"), whether known or unknown, from the beginning of time to the date of the Consultant's execution of this Certificate, including, without limitation, any claims under any federal, state, local or foreign law, that Releasors may have, have ever had or may in the future have arising out of, or in any way related to the Consultant's hire, termination or separation with the Company and any actual or alleged act, omission, transaction, practice, conduct, occurrence or other matter, including, but not limited to: (i) any equity or ownership interest in the Company; (ii) any and all claims under federal, state, local or foreign law (statutory, regulatory or otherwise) that may be legally waived and released; (iii) any and all claims for compensation of any type whatsoever, including but not limited to claims for bonuses and/or commissions; (iv) any and all claims arising under tort, contract and/or quasi-contract law, including but not limited to claims of wrongful discharge, defamation, emotional distress, breach of an expressed or implied contract, tortious interference with contract or prospective business advantage, breach of the covenant of good faith and fair dealing, promissory estoppel, detrimental reliance, invasion of privacy, nonphysical injury, personal injury or sickness or any other harm, wrongful or retaliatory discharge, fraud, defamation, slander, libel, false imprisonment, negligent or intentional infliction of emotional distress; and (v) any and all claims for monetary or equitable relief, including but

not limited to attorneys' fees, back pay, front pay, reinstatement, experts' fees, medical fees or expenses, costs and disbursements.

However, this general release and waiver of claims excludes, and Consultant does not waive, release or discharge: (i) the obligation of Consultant under this Certificate; (ii) any indemnification rights Consultant has against the Company; or (iii) claims which cannot be waived by law.

Exhibit C – Appendix A

Date: _____,

CONSULTANT

DO NOT SIGN

(Signature)

Name: UMESH KUMAR