

## MUTUAL NONDISCLOSURE/ NON-CIRCUMVENTION AGREEMENT

THIS MUTUAL NONDISCLOSURE AND NON-CIRCUMVENTION AGREEMENT (the "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between \_\_\_\_\_

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and Re-Act Consulting, Inc. 6053 Stanley Lane Delray Beach, Florida, 33484 , and their respective and affiliated entities (collectively, the "parties").

- Purpose. The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party: (a) may disclose to the other certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential; and (b) may introduce the other party to certain business relationships, customers, vendors, opportunities and/or projects (now existing, on-going or in discussions for future development ) (collectively, the "Opportunities") in which the introducing party (the "Introducing Party") wishes to prevent circumvention by the other party.
- "Confidential Information" means any information disclosed by either party or its agents, affiliates or consultants (the "disclosing party") to the other party, its affiliates, agents or consultants (the "receiving party"), before or after the date of this agreement either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), of or relating to a potential business relationship or opportunity between the parties or for the purpose or in the course of discussing, negotiating or evaluating same. Confidential information shall include without limitation technical data, trade secrets and know-how, including but not limited to, research, product plans, products, services, suppliers, customer lists and customers, prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets and other business information. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is obtained by the receiving party from a third party without a breach of such third party's duty of confidentiality where the third party is not subject to a confidentiality obligation disclosed to the receiving party; (iv) is independently developed by the receiving party without use or reference to the disclosing party's Confidential Information, as shown by the documents and other competent evidence in the receiving party's possession; or (v) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.
- Non-use and Non-disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, agents, consultants or advisors except to the extent that the receiving party's employees, agents, consultants or advisors of the receiving party are required to have the information in order to evaluate the relationship. Neither party shall reverse engineer, disassemble or decompile any prototypes, or

other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Neither party shall make public statements or press releases about work performed mutually or for end client until mutually agreed to do so in writing.

4. Maintenance and Confidentiality . Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use, non-circumvention and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the others proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in the original.
5. Non-Circumvention. To the extent that the Introducing Party introduces the other party to the Opportunities, such party hereby agrees that it shall not, directly or indirectly (either by itself, through its affiliates, officers, directors, agents or otherwise) interfere with, independently develop, usurp, circumvent, attempt to circumvent, avoid, by-pass or obviate the Introducing Party's interest in, or its relationship to the Opportunities, that would effectively change, reduce, or avoid (directly or indirectly) the payment of fees, commissions, creation or continuance of the nature of the Introducing Party's business relationship or involvement in any of the Opportunities.
6. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserve the right, in its sole discretion, to terminate the discussions contemplated under this Agreement concerning the business opportunity at any time.
7. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
8. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.
9. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.
10. Term. The obligations of the parties shall survive for a period of five (5) years from the date hereof.
11. Remedies. The parties acknowledge that any disclosure in violation of this Agreement will likely result in irreparable harm that may not be readily measured or recoverable in damages and that therefore the non-breaching party shall, without limitation, be entitled to obtain equitable or injunctive relief without a hearing or posting of bond, as may be allowed by law to prevent any disclosure of Confidential Information or a circumvention in violation of this Agreement. That any court of competent jurisdiction shall be entitled to grant the non-breaching party injunctive or other equitable relief as well as punitive or exemplary damages, court costs and all its reasonable legal fees and all related expenses even if not taxable as court costs (including,

without limitation, all such fees, costs and expenses incident to interlocutory appeals, appellate, bankruptcy and post-judgment proceedings incurred in that action or proceeding).

- 12. Governing Law and Venue. The parties hereto acknowledge that this Agreement shall be construed in accordance with and shall be governed by the laws of the State or District of the non-breaching party. Any case or controversy arising out of or related to the breach of this Agreement may be filed with any court within the commonwealth or state of the non-breaching party, whether district, state or federal, having general jurisdiction over the subject matter. The parties further agree to the in personam jurisdiction of the court of the non-breaching party for any case or controversy arising out of or related to the breach of this Agreement.
- 13. Waiver of Trial by Jury. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONJUNCTION THEREWITH, ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF OR BY EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.
- 14. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. If any provision hereof shall be determined to be void or unenforceable in any jurisdiction, the validity and effectiveness of such provision in any other jurisdiction, and the validity and effectiveness of the remaining provisions, shall not be affected. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to the trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall 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.

Accepted and Agreed:

Company Name: Re-act Consulting, Inc .

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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