

MUTUAL NONDISCLOSURE AGREEMENT

This MUTUAL NONDISCLOSURE AGREEMENT (this “Agreement”) is entered into effective as of the ___ day of _____, 2016 (the “Effective Date”), by and between BridgePay Network Solutions, LLC, a Delaware limited liability company (“BridgePay”), having a place of business at 600 Northlake Boulevard, Suite 210, Altamonte Springs, Florida 32701, and _____ a _____ (“Counter-Party”), having a place of business at _____ (the above parties are sometimes referred to individually as a “Party” or together as the “Parties”).

WHEREAS, the Parties wish to make mutual disclosures and exchanges of their respective proprietary and confidential information for the purpose of assessing a present or future business relationship, investment, or other business opportunity between BridgePay and Counter-Party (each an “Opportunity”).

WHEREAS, in order to protect the Parties’ substantial investment in their respective proprietary and confidential information and the goodwill associated therewith, the Parties have agreed to abide by the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Certain Definitions.**

1.1 “Affiliate” means, with respect to any Person, any other Person that is directly or indirectly Controlling, Controlled by or under common Control with such Person, where “Control” and derivative terms mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

1.2 “Discloser” means the Party disclosing Confidential Information.

1.3 “Confidential Information” means all information, knowledge, data, documents, agreements, files and other materials of an intellectual, business, technical, economic, scientific, or industrial nature that is obtained from or disclosed by Discloser or its Representatives before or after the Effective Date, including all analyses, compilations, reports, forecasts, studies, samples and other documents prepared by or for Recipient which contain or otherwise reflect or are generated from such information, knowledge, data, documents, agreements, files and other materials. Without limiting the foregoing, Confidential Information includes financial data, cost data, pricing data, marketing data, technical data, drawings, photographs, specifications, customer and client lists and identities, supplier and vendor lists and identities, business partner lists and identities, standards, manuals, reports, formulae, processes, methods, trade secrets, software programs, intellectual property, data files, source code, and system designs. Confidential Information also includes any of the terms, conditions or other facts related to an Opportunity and all discussions regarding an Opportunity. Confidential Information may be disclosed visually, orally, or in writing (whether in electronic format or other form of media). Without limiting the foregoing and as between BridgePay and Counter-Party, BridgePay’s Confidential Information includes straight-through or “push” payment technology, gateway technology and certain data unique to a specific merchants generated through the receipt of previous card payments.

1.4 “Person” means any individual, partnership, corporation, joint venture, trust, business trust, limited liability company, cooperative, association or other legal entity, and the successors and assigns of any of the foregoing.

1.5 “Recipient” means the Party receiving Confidential Information.

1.6 “Representative” means, with respect to any Person, such Person’s officers, directors, employees, owners, Affiliates, agents, representatives, independent contractors, consultants, programmers, attorneys, accountants, lenders, consultants, or financial advisors.

2. **Term.** This Agreement is effective as of the Effective Date and may be terminated by either Party upon 30 days’ advance written notice to the other Party; *provided, however*, certain provisions set forth in this Agreement shall survive as set forth in Section 10 of this Agreement.

3. **Restrictions on the Treatment, Use and Disclosure of Confidential Information.**

3.1 Recipient shall:

(a) treat Confidential Information as the proprietary and confidential information of Discloser and exercise reasonable care to prevent the disclosure of Confidential Information received from Discloser, except as authorized in this Agreement;

(b) not disclose Confidential Information to any Person, other than those Representatives who have a need to know such Confidential Information for the purpose of assessing or analyzing an Opportunity. Recipient acknowledges that it will be responsible for any breach of the terms of this Agreement by any of its Representatives who receive Confidential Information; and

(c) use the Confidential Information only for Recipient’s own internal evaluation pertaining to an Opportunity.

The Parties intend for any Confidential Information constituting a “trade secret” under applicable statutes and the common law to be protected to the full extent allowable thereunder, and such protection shall not be limited in any way by the terms of this Agreement.

3.2 Notwithstanding anything in this Agreement to the contrary, there shall be no liability for breach of the restrictions of Section 3.1 of this Agreement to the extent that Recipient can prove that:

(a) such Confidential Information was already in the public domain or became publicly available through means other than (i) a breach of this Agreement by Recipient, (ii) disclosure by a Representative of Recipient who obtained such Confidential Information from Recipient, or (iii) a breach of confidence by a Person who acquired the Confidential Information from Discloser; *provided, however*, Recipient agrees that the fact that portions of Discloser’s Confidential Information may be or become publicly known through one or more disclosures, each portion sufficient to qualify as a publication or public knowledge disclosure under 35 U.S.C. Section 102, as amended, does not mean that such portions of the Confidential Information, combined in a novel and non-obvious manner, are known to or are generally appreciated by the public;

(b) such Confidential Information was rightfully in Recipient’s possession without obligation of confidence prior to receipt from Discloser or if Recipient lawfully obtained such Confidential Information from a third party who was under no obligation of confidentiality;

(c) was disclosed with the written approval of an authorized representative of Discloser; or

(d) Recipient is judicially ordered by a court of competent jurisdiction to disclose all or any part of such Confidential Information; *provided, however*, Recipient complies with the provisions of Section 4 of this Agreement.

3.3 If only a portion of any Confidential Information falls within any of the exceptions set for in Section 3.2, the remainder of such Confidential Information shall continue to be subject to the protections of this Agreement.

4. Legal Obligation to Disclose. If Recipient is requested or becomes legally required to disclose all or any portion of Confidential Information provided by Discloser, to the extent legally permitted, Recipient shall provide Discloser with prompt written notice of such request or legal requirement so that Discloser may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement. Recipient agrees to cooperate with Discloser, at Discloser's sole cost and expense, in efforts to do so. If a protective order or other remedy cannot be obtained, Recipient agrees to disclose only that portion of the Confidential Information that it is advised by legal counsel that Recipient is legally required to disclose. Recipient will also exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information Recipient is legally required to disclose.

5. Reserved.

6. License. As between Discloser and Recipient, all Confidential Information disclosed will be and shall remain the property of Discloser and no license or conveyance of any rights is granted or implied by the disclosure of Confidential Information by Discloser. Recipient shall not modify, reverse engineer, decompile, create other works from, or disassemble any program, service or product and/or any software programs that constitute Confidential Information of Discloser.

7. No Right to Make Commitments. This Agreement shall not obligate either Party to enter into any contracts, agreements, or commitments, or to reimburse the other Party for any expenses incurred with respect to an Opportunity. The Parties acknowledge and agree that this Agreement does not create any obligation whatsoever on either Party to provide Confidential Information to the other Party or continue negotiations with the other Party. Nothing in this Agreement shall be construed as granting either Party the right to make contracts, agreements, or commitments of any kind for or on behalf of the other Party.

8. Return of Confidential Information. Upon the written request of Discloser, Recipient shall promptly return to Discloser or destroy (providing evidence of such destruction) all the records, notes, and other written, printed, or tangible materials in the possession of Recipient and/or its Representatives, embodying or pertaining to Confidential Information; *provided, however*, Recipient may retain one copy of such Confidential Information solely for archival purposes pursuant to legal requirements or its established information retention policies (including BridgePay's right to retain a copy of all payment data received from Counter-Party so that BridgePay has a complete record of all payment transactions for reconciliation and fraud detection purposes). Notwithstanding the return or destruction of Confidential Information, Recipient and its Representatives will continue to be bound by their respective obligations of confidentiality and other obligations hereunder.

9. Warranty; Limitations. Neither Discloser nor its Representatives has made or makes any representation or warranty as to the accuracy or completeness of any Confidential Information. Neither Discloser nor its Representatives shall have any liability under this Agreement to Recipient resulting from the use of, or reliance on, any Confidential Information, except as set forth in any definitive transaction documents entered into by the Parties.

10. Survival. The provisions of Sections 1, 3, 4, 6 and 8 through 17 shall survive indefinitely.

11. Equitable Relief. Recipient understands and agrees that, because of the unique nature of Discloser's Confidential Information, Discloser will suffer irreparable harm if Recipient fails to comply with any of its obligations under this Agreement, monetary damages will be inadequate to compensate Discloser for such breach, and, if Recipient engages in a business substantially similar to the business of Discloser, there is an inherent threat of disclosure or use of Discloser's Confidential Information by Recipient. Accordingly, Recipient agrees that Discloser shall, in addition to any other remedies available to it at law or in equity, be entitled to injunctive relief.

12. Choice of Law. This Agreement and the obligations of the Parties hereunder will be interpreted, construed and enforced in accordance with the laws of the State of Florida, without regard to its choice of law rules.

13. Certain Representations. Each Party represents and warrants to the other Party as follows: (a) that it is validly existing and in good standing under the laws of the jurisdiction of its formation, that all required entity approvals have been obtained, and that such Party has full legal right, power and authority to enter into and perform its obligations hereunder; (b) this Agreement has been duly executed and delivered by such Party and constitutes a valid and binding obligation of such Party, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles; (c) that, except as provided in Section 3.2, the Confidential Information of Discloser constitutes trade secrets and confidential and proprietary information of Discloser; (d) that Discloser has entrusted Recipient with Discloser's Confidential Information in confidence; and (e) that Recipient is in a position to use the Confidential Information of Discloser to the detriment of Discloser.

14. No Implied Waiver. A failure by either Party to take any action with respect to any breach by the other Party of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such Party to act with respect to any prior, contemporaneous, or subsequent breach or with respect to any continuation or repetition of the original breach. The provisions of this Section may only be waived by a Party by a written acknowledgement of such waiver by such Party.

15. Notices. All notices or other communications contemplated by this Agreement shall be in writing and shall be deemed properly delivered when (a) delivered personally, or (b) mailed by registered or certified mail, postage prepaid, return receipt requested to the address of the other Party set forth in the first paragraph of this Agreement, or such alternative address as either Party may communicate to the other in writing from time to time in accordance with this Section.

16. Interpretation. The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement. The use of the masculine pronouns shall include the feminine and neuter. The words "include," "including" and other words of similar import mean "include, without limitation," or "including, without limitation," regardless of whether any reference to "without limitation" or words of similar import is made.

17. Miscellaneous. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the Parties with respect to the subject matter hereof. The Parties acknowledge and agree that neither Party nor their respective Representatives have made any representations or promises, and no Party is relying upon any such representations or promises, in entering this Agreement except as expressly set forth herein. Each Party relies exclusively upon its own judgment. This Agreement shall not be altered, modified

or amended in whole or in part, except in writing executed by each of the Parties. This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the Parties and each of their respective successors and assigns. The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same Agreement. Faxed and PDF signatures are deemed equally as effective as original signatures.

Executed by the Parties as of the date below their respective signatures to be effective as of the Effective Date.

BRIDGEPAY NETWORK SOLUTIONS, LLC,
a Delaware limited liability company

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____