MUTUAL NONDISCLOSURE AGREEMENT

This Agreement is hereby entered into this _____ day of _____, 2016 between _____ _____, a Corporation organized under the laws of the State of _____, and Clarisoft Technologies, LLC a Corporation organized under the laws of the State of NY, with its affiliates, may hereinafter also be referred to respectively as the "Party" or the "Parties."

WHEREAS, each Party has developed or owns technical, operational and/or business information which it deems proprietary, and

WHEREAS, the Parties hereto agree that in order to facilitate discussions between them relating to Information Technology Services, hereinafter the ("business arrangement") it may be necessary for each Party to disclose certain information on a confidential basis;

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties agree as follows:

1) As used herein:

a) "Information" is defined as communication or data in any form, including, but not limited to, oral, written, graphic or electromagnetic forms.

b) "Proprietary Information" is defined as that Information which a Party desires to protect against unrestricted disclosure or competitive use, and which is designated as such in the manner provided by this Agreement, either orally or in writing, by such Party.

2) Prior to any written or oral disclosure of Information which is protected as Proprietary Information of the disclosing Party hereunder, the disclosing Party shall identify to the receiving Party the nature of the Proprietary Information to be disclosed and afford the receiving Party an opportunity to refuse receipt of all or any part of such Information.

3) All Information which is disclosed by the disclosing Party to the receiving Party and which is to be protected as Proprietary Information of the disclosing Party hereunder:

a) If in writing, or other tangible form, shall be conspicuously labeled as Proprietary Information at the time of delivery; and

b) If oral or in other intangible form, shall be identified prior to disclosure as proprietary, and after disclosure shall be reduced to writing or other tangible form promptly, but in no event later than fifteen (15) calendar days thereafter, and delivered to the receiving Party consistent with subparagraph (a) hereof.

4) Proprietary Information of the disclosing Party shall be treated as safeguarded hereunder by the receiving Party (i) for a period of Sixty (60) months after the date of disclosure and (ii) in the same manner and under the same degree of care that the receiving Party treats its own Proprietary Information of like kind but in no event less than a reasonable degree of care. In the case of software, the confidentiality period shall be perpetual with regard to source code and documentation thereof.

5) The receiving Party agrees that it will not distribute, disclose, or disseminate in any way, to anyone except its employees and consultants with a need to know (and who have signed a Non-Disclosure Agreement in form and substance the same as this Agreement) who are involved in a consideration or evaluation of the Parties' joint participation in the business arrangement, any Proprietary Information of the disclosing Party, unless and until such time as:

a) such Proprietary Information is generally available to the public, through no fault of the receiving Party, its employees or consultants, and without breach of this Agreement; or

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b)   such Proprietary Information is already in the possession of the receiving Party, its employees or consultants without restriction and prior to any disclosure hereunder; or

c)   such Proprietary Information is or has been lawfully disclosed to the receiving Party, its employees or consultants by a third party without an obligation of confidentiality upon the receiving Party; or

d)   such Proprietary Information is developed independently by employees of the receiving Party who have not had access to Information disclosed hereunder; or

e)   such Proprietary Information is requested or is required to be disclosed in legal discovery proceedings (including but not limited to depositions, interrogatories, subpoenas, legislative, civil or criminal proceedings or similar processes).   In the event that an appropriate protective order or waiver of the legal requirement to comply with the discovery process is not obtained or that waiver of compliance with this Agreement is not granted, the Party being so compelled shall in no event furnish more than the minimal portion legally required to be disclosed using best efforts to require and preserve the confidentiality of the subject Proprietary Information. In such instance upon receiving notice of such a demand, the receiving Party shall immediately advise the disclosing Party; the receiving Party shall inform the party requesting such Information of the proprietary nature of such Information; the receiving Party shall not modify the proprietary markings of the disclosing Party on such Information, and thereafter the receiving Party shall continue to treat such Information as Proprietary Information of the disclosing Party pursuant to this Agreement; or

f)   such Proprietary Information is disclosed by the receiving Party with the prior written permission of the disclosing Party; or

g)   the end of the applicable period of confidentiality pursuant to paragraph 4 and to the extent consistent with paragraph 14.

6)   Both parties agree that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and that the Disclosing Party shall be entitled to seek immediate injunctive relief, without the need to post a bond, prohibiting such violation, in addition to any other rights and remedies available to it.

7)   This Agreement and the obligations hereunder shall terminate One (1) year after the effective date of this Agreement, or until written notice of termination is given by one Party to the other; **except that** it shall remain effective with respect to the Proprietary Information previously delivered for the remainder of any applicable period of confidentiality pursuant to paragraph 4. The parties hereto agree that transmission to the other Party of this Agreement with its facsimile signatures shall bind the Party transmitting this Agreement by facsimile in the same manner as if such Party's original signature had been delivered.   Without limiting the foregoing, each Party who transmits this Agreement with its facsimile signature covenants to deliver the original thereof to the other Party as soon as possible thereafter.

8)   Each Party shall have, or shall enter into, agreements with its employees and consultants which will safeguard the Proprietary Information disclosed hereunder consistent with the terms of this Agreement.

9)   Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly, implied, or otherwise for any invention, idea, discovery, or improvement (whether or not covered under any patents, patent applications, trademarks, copyrights, or trade secrets) made, conceived, or acquired prior to or after the date of this Agreement.

10) Nothing contained herein shall impair or restrict the right of either Party, now or in the future, to procure or market products or services which may be competitive with those offered by the other; nor obligate either Party to obtain any products or services which may currently or subsequently be offered by the other Party; nor prevent either Party from entering into similar agreements with other unaffiliated companies including those in the same industry. Unless otherwise agreed in writing, this Agreement shall not be construed as a non-compete agreement.

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11) **THE INFORMATION IS DELIVERED "AS IS" AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OF MERCHANTABILITY ARE HEREBY DISCLAIMED.**

12) Nothing contained herein, nor any Proprietary Information furnished relating to the discussions, shall constitute a warranty or representation by either Party to the other with respect to the infringement of patent, copyright or other right of third parties.

13) Neither Party shall have the right under this agreement to use any trade name or mark of the other in connection with any product, promotion or publication without written consent of the other.

14) This Agreement shall be governed by, and interpreted in accordance with the laws of the State of New York. Any Amendments to this Agreement must be in writing and signed by authorized officials of each Party.

15) Neither Party shall have the right to assign or otherwise transfer this Agreement nor any rights or obligations contained herein without the prior written consent of the other Party.

16) Upon termination of this Agreement, and, in any event, at the written request and instruction of a disclosing Party, all information in the possession of the receiving Party which is Proprietary Information shall, within ten (10) days of such request, be returned to the disclosing Party or destroyed, such destruction immediately confirmed in writing by an officer of the receiving Party.

17) The Parties agree, with respect to any equipment, component, software, or other items delivered to the receiving Party by the disclosing Party, that the receiving Party shall not reverse engineer, de-compile, disassemble, modify, distribute or transfer software, firmware or hardware, or otherwise analyze the physical construction of any such items.

18) The Parties agree that to enable the disclosing Party to disclose restricted technology and/or computer software to the receiving Party in compliance with the requirements of the U.S. Department of Commerce Export Administration Regulations, the receiving Party hereby gives its assurance to the disclosing Party that the receiving party will not knowingly, unless prior written authorization is obtained from the disclosing Party, re-export, directly or indirectly, restricted technology and/or computer software which is not otherwise available to the general public, nor allow the direct product thereof to be shipped directly or indirectly (i) in violation of any such laws or regulations, or (ii) without all required authorizations to Cuba, Libya, North Korea, Iran, Iraq or Rwanda or to any Group D: 1 or E: 2 country (or any national of such country) specified in the then current Supplemental No. 1 to part 740 of the U.S. Export Administration Regulations (or any successor supplement or regulations).

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IN WITNESS WHEREOF, as authorized representatives of each Party for this purpose, the undersigned have executed this Agreement consisting of four (4) pages, each initialed by the undersigned, as of the day and year first above written.

Company: Clarisoft Technologies, LLC

Signature:

Name: _____

Title: _____

Date: _____

Company: _____

Signature:

Name: _____

Title: _____

Date: _____

Instructions

Fill out the form completely and transmit via email or secure web link to Clarisoft Technologies for execution. Alternatively, you may mail the signed agreement if email or secure web link is unavailable.

Mailing Address:
Clarisoft Technologies, LLC
640 Kreag Road #301
Pittsford, NY 14534