



PURPLE, ROCK, SCISSORS, LLC

Mutual Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is between Purple, Rock, Scissors, LLC with offices located at 189 S. Orange Avenue, Suite 2020, Orlando, FL 32801 and the company / corporate entity whose contact information and authorized signatory appear in the signature block of this Non-Disclosure Agreement ("Parties").

Background Information

Both parties wish to discuss and exchange certain items and information related to business programs, business information, technical information, business strategies, products, applications, technologies, and/or ideas ("Proprietary Information") which the parties hereto consider highly confidential and proprietary.

Whereas, the Parties are interested in evaluating the potential of engaging in a mutually beneficial business relationship; and

Whereas, the Parties are entering into this Agreement to ensure the confidentiality of any information disclosed pursuant to the terms of this Agreement.

Definitions

NOW THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

- 1) For the purpose of this Agreement, the term "Confidential Information" shall mean any information considered confidential by a disclosing party, including but not limited to, source code, trade secrets, staff capabilities, costs, pricing data, information acquired from employees or inspection of property, relating to products, designs, business plans, business opportunities, finances, research, development, know-how or personnel, confidential information disclosed by third parties and information relating to any type of technology.
- 2) Any party receiving Confidential Information pursuant to this Agreement ("Recipient") shall use all reasonable care to protect such Confidential Information, but no less than the degree of care it uses to protect its own Confidential Information, to prevent the unauthorized use, disclosure, dissemination or publication of such Confidential Information. In particular, Recipient shall not disclose to any person or persons outside their company, or to any person or persons within their company not having a need to know for the purposes of this Agreement and the performance of any resulting contract.
- 3) Upon the written request of the disclosing party, Recipient will return or destroy any and all documents, including electronic media, and all copies thereof, which are in the possession or control of Recipient.
- 4) Recipient shall have a duty to protect only that Confidential Information which is: (a) disclosed in writing and is marked as confidential at the time of disclosure, or which is (b) disclosed in any other manner, is

identified as confidential at the time of disclosure, and is also further identified as confidential in writing delivered to Recipient within thirty (30) days of the disclosure.

- 5) This Agreement imposes no obligation upon Recipient with respect to confidential information which:
(a) was in the Recipient's possession before receipt from the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the disclosing party to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient without breach of this Agreement; or (f) is required to be disclosed by any judicial or governmental requirement or order (provided that Recipient timely advises the disclosing party of the governmental demand for disclosure).
- 6) The disclosing party warrants that it has the right to make the disclosure of Confidential Information contemplated by this Agreement, but no other warranties are made by the disclosing party as to the Confidential Information disclosed.
- 7) All Confidential Information remains the property of the disclosing Party and no license or other rights such as patents, copyrights, trade secrets and other intellectual property in the Confidential Information is granted or implied hereby. All information is provided "AS IS" and without warranty, express, implied, or otherwise, regarding its accuracy or performance.
- 8) Neither party has an obligation under this Agreement to purchase, license or sell any service or item received from the other party.
- 9) Recipient shall not export or re export any technical data or the product received, or the direct product of such technical data, to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.
- 10) The parties do not intend that any agency or partnership relationship be created between them by this Agreement. The disclosing party understands that Recipient may currently, or in the future, develop information internally, or receive information from third parties which may be similar to the disclosing party's confidential information. Therefore, this Agreement is not to be understood or construed as a promise by Recipient that it will not develop products (or have products developed for it) that, without violating this Agreement, compete with the products or systems contemplated or described in the disclosing party's confidential information.
- 11) All additions or modifications to this Agreement must be made in writing and must be signed by both parties. This Agreement is the complete and final agreement of the parties with respect to the identified confidential information.
- 12) This Agreement expires five (5) years to the day from the Effective Date.
- 13) This agreement shall be governed by and construed in accordance with the laws of the United States and the State of Florida. The application of the United Nations Convention for Contracts for the International Sales of Goods is hereby expressly excluded.

(signature on following page)

AGREED AND ACCEPTED

In Witness Whereof, the parties hereto have duly entered and executed this Agreement as of the day and year first above written and represent and warrant that the party executing this Agreement on their behalf is duly authorized.

Purple, Rock, Scissors, LLC

x _____
(Company / Corporate Entity Name)

x _____
(Signature)

x _____
(Signature)

(Print Name / Title)

(Print Name / Title)

_____/_____/_____
(Date)

_____/_____/_____
(Date)

189 S. Orange Avenue, Suite 2020
Orlando, Florida 32801
407.936.1749

(Address, City, State, Zip)

_____-_____-_____
(Phone)

(Email)