

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is between PAYLOGIX LLC, a New York limited liability company located at 1025 Old Country Road, Westbury, New York 11590, and _____, a

_____ corporation located at _____. This Agreement shall be effective as of the first date signed. It shall terminate one year thereafter. The purpose of this Agreement is to provide for either one or both parties to disclose Confidential Information (as defined below) to facilitate a possible future business transaction between them. The parties therefore agree as follows:

1. For the purpose of this Agreement, Confidential Information means: (a) this Agreement; (b) the prior and future discussions between the parties regarding the possible future business transaction between them; and (c) any and all information, including but not limited to (i) proprietary, developmental, marketing, sales, operating, performance, cost, know-how, business, and process information, (ii) computer programs, code, data, and techniques, (iii) customer and or vendor information (iv) financial and audit reports and information and (v) all record bearing media containing or disclosing such matter disclosed under this Agreement. The receiving party shall treat disclosures as Confidential Information whether or not the specific words "confidential" or "proprietary" are used. The facts that Confidential Information has been disclosed and discussions are occurring with respect to the purposes of this Agreement (and the status of such discussions) shall be treated as Confidential Information.

2. During the term of this Agreement and for three years thereafter, Confidential Information exchanged between the parties shall:

(a) not be copied or disclosed by the receiving party to anyone except its own officers, employees accountants and/or attorneys (collectively, "Representatives") who have a reasonable need to know the Confidential Information for the purposes of this Agreement and are instructed as to the confidentiality of the information; (b) be treated as confidential by the receiving party with the same degree of care used with respect to the receiving party's own confidential or proprietary information of like importance, and in no case less than a reasonable degree of care; (c) not be used by the receiving party for any purpose except the purpose set forth above without the express written permission of the disclosing party; and (d) remain the property of and be returned to the disclosing party (along with all copies, summaries, abstracts and analyses thereof) within ten days of the earlier of receipt of a written request from the disclosing party or the expiration of this Agreement, together with a certificate from an executive of the receiving party certifying the same. At the disclosing party's election, complete destruction may substitute for return. The receiving party shall be liable for any breach of this agreement by its Representatives

3. The obligations of Paragraph 2 above shall not apply to any matter which:

(a) is already in the public domain at the time of disclosure or becomes available to the public through no breach of this Agreement by the receiving party or its Representatives; (b) was lawfully in the receiving party's possession before receipt from the disclosing party, without obligation of confidentiality; (c) is received free from obligation of confidentiality from a third party under no obligation of confidentiality; or (d) is independently developed by the receiving party, as evidenced by its business records.

The obligations of Paragraph 2 shall also not apply to the disclosure of any specific Confidential Information to the extent such disclosure is required of the recipient by law or an order of the court or governmental authority, but the receiving party shall give the other party notice prior to such disclosure.

4. Confidential Information shall not be deemed to be in the public domain merely because any part of the Confidential Information is included in general disclosures or because individual features or components are now publicly known.

5. Either party shall have the right to refuse to accept disclosure of any Confidential Information, and neither party shall be obligated to disclose to the other party any particular Confidential Information. Neither party has made any representations or warranties to the other with respect to the accuracy or completeness of the Confidential Information, all of which is being disclosed "as is."

6. Neither party shall have any obligation to enter into any further agreement with the other. It is understood that no patent, copyright, trademark, trade secret, or other proprietary right or license is granted by this Agreement.

7. Neither party shall for a period one year from the date hereof solicit or engage any person who was engaged by the other party as an employee or independent contractor during the six months preceding the date hereof, or, directly or indirectly, induce such person to terminate or reduce the nature or scope of his relationship with the other party, provided that nothing in this provision is meant to prohibit one party from hiring the employees of the other who respond to an employment advertisement in the general media

8. This Agreement is the entire agreement of the parties relating to the subject matter hereof. It supersedes all prior communications, agreements, and understandings relating to that subject matter. Amendment or waiver of the provisions of this Agreement must be in writing and executed by both parties. No failure or delay by either party in exercising any right, power or privilege shall operate as a waiver, nor shall any single or partial exercise of a right or privilege preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege under this Agreement. This Agreement may not be assigned by either party without the prior written consent of the other. This Agreement may be signed in counterparts and delivery of a facsimile or email signature shall be deemed the equivalent of an original signature. This Agreement is governed by and shall be construed under the laws of the State of New York, without reference to its conflicts of laws principles. The parties agree to the exclusive jurisdiction of the State Courts sitting in Nassau County, New York or the Federal Court for the Eastern District of New York. All notices or consents under this agreement must be in writing and will be deemed delivered if to the addresses set forth above (or to another address as notified by a party) when delivered by hand or by a nationally recognized overnight courier that tracks deliveries, or (if sent by email) when receipt is acknowledged by the recipient or is demonstrated by a transmission journal.

9. The parties agree that breach of this Agreement may cause immediate and irreparable harm, and that the disclosing party shall be entitled to seek an injunction or other equitable relief (without posting a bond or other undertaking) to remedy or prevent breach or threatened breach of this Agreement by the receiving party or any of its Representatives. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity.

PAYLOGIX LLC

By: Richard Pfadenhauer
Name & Title: Richard Pfadenhauer, President
Date: 22 February, 2017

By: [Signature]
Name & Title: DAVID GATTI
Date: Comptroller

11-16-2017

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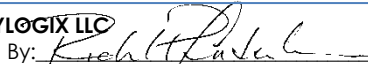
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PAYLOGIX LLC

By: 
Name & Title: Richard Pfadenhauer, President
Date: 22 February, 2017

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