

# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement" or this "Non-Disclosure Agreement") by and between [COMPANY.NAME], having its principal place of business at [COMPANY.ADDRESS] , and Trujay, LLC having its principal place of business at 3267 Bee Caves Rd, Suite 107, Austin TX 78746, agrees to be bound by this Agreement.

This Agreement assures the protection and preservation of certain confidential and/or proprietary information to be disclosed or made available by one party to the other in the course of their business relationship, if any, or in discussions concerning a possible business relationship between them.

In reliance upon and in consideration of the mutual terms, covenants, conditions and undertakings set forth herein, AND INTENDING TO BE LEGALLY BOUND, the parties agree as follows:

1. All information, whether in oral, written, graphic, electronic or other form, disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") shall be deemed to be "Confidential Information." In particular, Confidential Information includes, without limitation, any trade secrets, confidential information, ideas, inventions or research and development information; matters of a technical nature, including technology; notes, products, know-how, engineering or other data (including test data and data files); specifications, processes, techniques, formulae or work-in-process; manufacturing, planning or marketing procedures, strategies or information; accounting, financial or pricing procedures or information, budgets or projections, or personnel or salary structure/compensation information; lists or information regarding suppliers, clients, customers, employees, contractors, or investors of the Disclosing Party and/or any of its subsidiaries, subdivisions, parent companies or affiliates ("Affiliates"); information which has been designated in writing as confidential by the Disclosing Party and/or any of its Affiliates; programs, procedures (including operating procedures), processes, methods, guidelines, policies, proposals or contracts; computer software, databases or programming; and any other information which, if divulged to a third party, could have an adverse impact on the Disclosing Party and/or any of its Affiliates, or on any third party to which Disclosing Party and/or any of its Affiliates owe a confidentiality obligation. In addition, Confidential Information includes any of the foregoing relating to the past, present or future operations, organization, projects, finances, business interests, methodology or affairs of any third party to which the Disclosing Party and/or any of its Affiliates owes a duty of confidentiality including, without limitation, the mere fact that the Disclosing Party and/or any of its Affiliates is or may be working with or for any client.
2. The provisions of this Agreement shall not apply to any Confidential Information that:

- was known by the Receiving Party at the time of disclosure to it by Disclosing Party, or that is independently developed or discovered by the Receiving Party after disclosure by Disclosing Party, without the aid, application or use of any item of Disclosing Party's Confidential Information, as evidenced by written records;
  - is now, or subsequently becomes, through no act or failure to act on the part of the Receiving Party, generally known or available;
  - is hereafter disclosed to the Receiving Party by a third party authorized to disclose it; or
  - is required by law or by court or administrative order to be disclosed; provided that the Receiving Party shall have first given prompt notice to such Disclosing Party of such required disclosure.
3. Each Receiving Party shall exercise due care to prevent the unauthorized use or disclosure of the Disclosing Party's Confidential Information, and shall not, without the Disclosing Party's express prior written consent, disclose or otherwise make available, directly or indirectly, any item of the Disclosing Party's Confidential Information to any person or entity other than those employees, directors, officers, attorneys, accountants, bankers, financial advisors, independent contractors or agents of the Receiving Party and/or its Affiliates (collectively, "Representatives"), and solely to the extent such Representatives reasonably need to know the same in order to evaluate such Confidential Information, to participate in any business relationship between the parties and/or their respective Affiliates, or to make decisions or render advice in connection therewith. Each Receiving Party shall advise its Representatives who have access to the Disclosing Party's Confidential Information of the confidential and proprietary nature thereof, and agrees that such Representatives shall be bound by terms of confidentiality and restrictions on use with respect thereto that are at least as restrictive as the terms of this Agreement. The Receiving Party agrees to hold the Disclosing Party's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information, including, without limitation, all precautions the Receiving Party employs with respect to its own Confidential Information. For the convenience of the parties, each party acknowledges that unless precluded in writing by the other party, Confidential Information may be transmitted to a party and/or its Representatives via the Internet.
4. Each Receiving Party shall use the Disclosing Party's Confidential Information solely for the purposes of evaluating such Confidential Information, participating in any business relationship between the parties and/or their respective Affiliates, or making decisions or rendering advice in connection therewith. Neither Receiving Party shall make any other use of the Disclosing Party's Confidential Information without the Disclosing Party's specific written authorization.
5. The Receiving Party agrees that the Disclosing Party is the owner or licensee of the Confidential Information, and that all Confidential Information of a Disclosing Party (including all copies thereof) shall be and at all times remain the property of such Disclosing Party, and that all tangible Confidential Information of a Disclosing Party which is then in the Receiving Party's possession or control shall be destroyed or returned to such

Disclosing Party promptly upon its request at any time, and in any event, no later than 60 days following any expiration or termination of this Agreement; provided, however, that a Receiving Party may retain one copy of the Disclosing Party's Confidential Information for purposes of determining ongoing confidentiality or regulatory obligations. Each party shall, upon request, certify in writing as to its compliance with the preceding sentence.

6. Nothing in this Agreement shall be construed, by implication or otherwise, as a grant of any right or license to the Confidential Information, or any trademarks, inventions, copyrights, patents, or other intellectual property or intellectual property rights contained therein; as a grant of any right or license to Receiving Party to use any of the Disclosing Party's Confidential Information except as expressly set forth herein; or as an obligation to enter into any further agreements relating to any Confidential Information or any possible business relationship.
7. This Agreement shall continue in full force and effect for so long as a Receiving Party continues to receive Confidential Information of the Disclosing Party, unless earlier terminated by either party at any time upon thirty (30) days' notice. Upon any expiration or termination of this Agreement, each Receiving Party shall cease all use of the Disclosing Party's Confidential Information. No expiration or termination of this Agreement shall relieve a Receiving Party of its obligations with respect to Confidential Information received on or prior to the effective date of expiration or termination, and the obligations of the parties hereto shall survive for a period of five (5) years thereafter.
8. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, (excluding its body of law controlling conflict of laws), and the parties hereby submit to the jurisdiction of, and waive any venue objections against, the Federal, State and municipal Courts located within Austin, Texas.
9. This Agreement contains the final, complete and exclusive agreement of the parties relative to confidentiality, and replaces and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter. This Agreement may be amended or modified only by a written instrument executed by a duly authorized officer of each party, and shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. The individuals executing this Agreement for the respective parties represent and warrant that they have full power and authority to execute and enter into this Agreement. To the extent any provision of this Agreement or the application thereof is found by a proper authority to be invalid or unenforceable, it shall be considered deleted here from, and the remainder of this Agreement shall continue in full force and effect. Any waiver or amendment of any provision of this Agreement shall be effective only if in writing and signed by an authorized representative of both parties.
10. Each party acknowledges and agrees that in the event of any breach of this Agreement, the other party shall be entitled to seek specific performance and injunctive relief as remedies therefore, as well as all other remedies available at law or in equity.

11. Any notices or other communications given under this Agreement shall be in writing and shall be given by personal delivery, or sent by (a) facsimile transmission (with message confirmed during normal business hours); (b) email, provided that a return receipt or other express acknowledgement of receipt is received by the sender; (c) first class mail, postage prepaid; or (d) Federal Express (or equivalent overnight delivery service), delivery charges prepaid. All notices shall be given to a party at its respective address set forth below, or at such other address as such party may specify by notice in accordance with this paragraph. A notice shall be deemed given when actually received; provided, that if any facsimile notice is received after 5:00 P.M. local time at the place of receipt, it shall be deemed to have been given as of the next following business day.
12. This Agreement may be executed in one or more counterpart copies, each of equal dignity, which, when joined, shall together constitute one agreement. Any photocopy or facsimile of this Agreement, or of any counterpart, shall be deemed the equivalent of an original.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized officers as of the date first above written.

[COMPANY]	TRUJAY, LLC
SIGNATURE	SIGNATURE
NAME:	NAME: Darren Trumeter
TITLE:	TITLE: CEO