

## MUTUAL CONFIDENTIAL DISCLOSURE AND NONCIRCUMVENTION AGREEMENT

This MUTUAL CONFIDENTIAL DISCLOSURE AND NONCIRCUMVENT AGREEMENT (hereinafter referred to as "Agreement"), effective as of this \_\_\_\_\_, 2018 (the "Effective Date"), is made by and between Procure Point Global., hereinafter referred to as "PPG" and \_\_\_\_\_ and hereinafter sometimes individually referred to as 'Party' and collectively as 'Parties'. The party disclosing the Information shall hereinafter refer to as the 'Disclosing Party' and the party receiving such Information shall be referred to as the "Receiving Party".

### WITNESSETH

**WHEREAS**, the Parties wish to discuss a potential mutually beneficial business relationship between them (hereinafter referred to as the "Purpose"); and

**WHEREAS**, during the course of such discussions, it may become desirable or necessary for the Parties hereto to disclose to each other certain business relationships and technical, commercial or business information of a proprietary or confidential nature (hereinafter referred to as "Confidential Information"); and

**WHEREAS**, Parties hereto are willing to provide for the conditions of such disclosure of Confidential Information and the rules governing the use and the protection thereof;

**NOW, THEREFORE**, intending to be legally bound, the Parties hereby agree as follows:

1. As used in this Agreement the term "Confidential Information" shall mean all information, irrespective of (i) the format in which it is maintained; (ii) the means of its disclosure, or (iii) whether or not such information is marked or label as confidential including, employees, customers, potential customers, licenses, project plans and analyses, business plans and data (including financial, manufacturing, marketing, operations and strategic information), other data (including engineering, scientific and technical information), unpublished findings, know how, techniques, processes, structures, methods, models, specifications, designs, drawings, algorithms, formulae, financial modeling techniques, format and programs relating to the same disclosed by the Disclosing Party to the Receiving Party or obtained by the Receiving Party through observation or examination of information, together with any work product generated or derived by the Receiving Party that contains, reflects, incorporates or is derived from any Confidential Information of the Disclosing Party, including any reports, summaries, copies or reproductions thereof and notes thereon); and any other nonpublic information obtained or accessed from the Disclosing Party by the Receiving Party.
2. During the period in which this Agreement is effective and also during the period stated in Section 14 below, each Party is obliged to treat all Confidential Information supplied or disclosed by the Disclosing Party as strictly confidential and secret. Each Party shall

use such Confidential Information only for the Purpose and shall safeguard any such Confidential Information as it safeguards its own confidential information and shall refrain from unauthorized use by or disclosing it to third parties or disclosing it in any other way. Furthermore, Parties will ensure every reasonable precaution to prevent the unauthorized disclosure of said Confidential Information.

3. Parties may only disclose or reveal the Confidential Information to the minimum number of employees of Parties or to the prospective clients of PPG who have an interest in purchasing projects, or performing services for the Project and have a need to know and solely for the Purpose or, with prior written approval of the Disclosing Party, to the minimum of employees of companies associated with the other Party or its advisors who are actually engaged in the execution of activities requiring access to the Confidential Information, on the condition that the Receiving Party has in force an appropriate confidentiality agreement with such advisors and associated company and their employees have signed appropriate agreements requiring them to treat the Confidential Information as strictly confidential, and treat such Confidential Information in accordance with this Agreement.
4. The Confidential Information of each Party, or any part thereof, whether capable of being copyrighted, patented, or otherwise registered by law, or not, is for the purpose of this Agreement acknowledged by the Receiving Party as being the sole property of the Disclosing Party, unless such information is of public record or such information already known to the other Party. Upon termination or expiration as set forth in Section 14 below, or at such earlier time as it appears that the Confidential Information is no longer required, each Party shall, at its own expense, return to the other Party the originals and all copies of such Confidential Information within a reasonable time or, if requested by the Disclosing Party, shall destroy or return the originals and all copies of such Confidential Information and certify to the destruction or return in writing within thirty (30) days of the request thereto

Notwithstanding any contrary foregoing provision, the Receiving Party may retain one copy of Confidential Information in a secure location with appropriately restricted access for evidentiary purposes. The parties acknowledge that it may not be feasible to remove copies of information in electronic systems, such as email and system archives and certain electronic media, and their continued presence shall not be a breach of this obligation so long as such copies are treated as confidential.

5. The Receiving Party shall not analyze copy, reverse engineer, or otherwise attempt to derive the composition or underlying information of any Confidential Information other than for the Purpose.
6. The Receiving Party shall have no obligations or restrictions with respect to any Confidential Information that:

- a. was become publicly and generally available or ascertainable at the time the Receiving Party acquired the information from the Disclosing Party, or becomes publicly available subsequent to the disclosure thereof by the Disclosing Party, other than due to any wrongful act or disclosure of the Receiving Party, its employees, agents or representatives, or;
  - b. is already known to the Receiving Party, as evidenced by written documentation in its files, or;
  - c. is a Public Agency and their current business requires the Party to work with such agency(s) to perform other work in that region, provided that the Receiving Party takes reasonable steps to avoid disclosure or minimize its extent and promptly notifies the other Party of such order to provide that Party sufficient time to seek a protective order or other remedy to protect such Confidential Information, or;
  - d. has been lawfully received at any time from a third party that the Receiving Party reasonably believes possesses such information lawfully and has the right to disclose such information, or;
  - e. has been or is published without violation of this Agreement, or;
  - f. is independently developed in good faith by employees of the Receiving Party who did not have access to, nor had knowledge of the Confidential Information, or;
  - g. is approved for release or use by written authorization of the Disclosing Party, or;
  - h. is required to be disclosed by applicable law, regulations or order of a governmental authority, agency or court of competent jurisdiction provided that the Receiving Party takes reasonable steps to avoid disclosure or minimize its extent and promptly notifies the other Party of such order to provide that Party sufficient time to seek a protective order or other remedy to protect such Confidential Information. The Receiving Party may disclose only the minimum Confidential Information required to be disclosed, whether or not a protective order or other remedy is in place.
7. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise to the Receiving Party, expressed or implied, for any patent, trademark, copyright, know-how, invention or other intellectual property, discovery or improvement prior to or after the date of this Agreement, whether or not related to the subject matter of the Agreement. All Confidential Information disclosed by one Party to the other shall remain the intellectual property of the Disclosing Party. Furthermore while each Party hereto agrees to act in good faith in disclosing information, which is accurate and adequate for the purpose set forth herein, neither Party provides any warranty as to the accuracy and completeness of the information disclosed by it hereunder.
8. Nothing in this Agreement may be construed as compelling either Party hereto to disclose any Confidential Information to the other, or to enter into any further contractual relationship relating to the subject matter of this Agreement.
9. Each Party hereto, to the extent of its right to do so, shall disclose to the other Party only such Confidential Information, which the Disclosing Party deems appropriate to fulfill the objectives of this Agreement. Any information or data in whatever form disclosed by either Party hereto to the other shall be subject to the relevant terms and conditions of this

Agreement. Both parties are currently working on other projects and certain system details are being incorporated and such this information is not proprietary to either party.

10. Each Party (the “Non-Circumventing Party”) agrees that, during the term of this Agreement and for two (5) years from any termination hereof, it will not circumvent or attempt to circumvent any business interest of the other Party (each, the “Non-Circumvented Party”) by soliciting, dealing with or attempting to deal with, directly or indirectly, any referral or lead introduced or disclosed to the Non-Circumventing Party by the Non-Circumvented Party, for the purpose of establishing a business relationship in competition with the Non-Circumvented Party. Notwithstanding the foregoing, the restrictions of this Section 10 shall not prohibit the Non-Circumventing Party from conducting business in competition with the other Party, including by soliciting customers of the other Party, or any leads or referrals disclosed or introduced by the other Party, so long as, in so doing, the Non-Circumventing Party relies on information and sources known or disclosed to or developed by the Non-Circumventing Party, before or after the Effective Date, independently of (i) this Agreement or (ii) any disclosure made to the Non-Circumventing Party by the other Party.
11. The Receiving Party hereby acknowledges that it has become acquainted with various facets of the Disclosing Party's non-public information, including, but not limited to, trade-secrets, current and future prospects, product and opportunity development, technical and strategic information, manufacturer and manufacturer pricing, financiers, potential collaborators, marketing, employees and customers, which is the confidential and proprietary information of the Disclosing Party regarding the Purpose of this Agreement. As such and as regarding solely to the Purpose of this Agreement and these specific projects, the Receiving Party shall conduct no business independently or in representation of third parties using such non-public, nor share this information with parties that the disclosing Party considers, in its absolute and sole discretion, to be competitors of the disclosing Party or Confidential Information.
12. The Receiving Party understands that any violation of this Agreement may cause immediate and irreparable harm to the Disclosing Party, which monetary damages cannot adequately remedy. Without prejudice to rights and remedies available to the Disclosing Party, Receiving Party agrees that injunctive relief may be sought against it, in order to remedy, or to prevent a violation hereof.
13. For each and every breach of this Agreement the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.
14. The execution, existence and performance of this Agreement shall be kept confidential by the Parties hereto and shall not be disclosed by either Party, except for the prospective investors of PPG, without the prior written consent of the other.
15. In consideration of the Purpose, Parties shall exchange Confidential Information for one (1) year from the Effective Date of this Agreement. If the Parties have not entered into a subsequent business relationship consistent with the Purpose, this Agreement shall be

terminated automatically after three (3) months from the Effective Date and the obligations set forth in this Agreement are continuing and shall survive the termination of any discussions, evaluations, negotiations or this Agreement and remain in full effect for a period of one (1) year from the date of termination; provided, however, each Receiving Party's obligation with respect to any Confidential Information that qualifies as a trade secrets shall remain in full force and effect until such time as the Confidential Information no longer qualifies as a trade secret under applicable law.

16. The Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, USA, without regard to the conflict of law principles thereof.
17. None of the terms of this Agreement shall be amended or modified except in writing and signed by persons authorized to bind Parties.
18. This Agreement shall be binding upon and inure to the benefit of each of the Parties, their successors, legal representatives, and assigns. A Party may assign this Agreement only to a successor of that Party to that portion of its business relating to the subject matter of this Agreement and only after written approval of the contracting Party under this Agreement. However, such assignment shall not relieve said Party of any of the obligations of confidentiality set forth above.
19. This Agreement may be rendered effective through facsimile or other electronic transmission and/or may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**PROCURE POINT GLOBAL**

**COUNTERPARTY**

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date