

MUTUAL NON-DISCLOSURE AGREEMENT

This mutual Non-Disclosure Agreement (the "Agreement") is made and entered into as of the later of the two signature dates below by and between **Aftermath Data, LLC**, a Florida corporation, and

located 2604 Cypress Ridge Blvd, Suite 101 Wesley Chapel, FL 33544 ("Recipient"), collectively the Parties.

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED IN THIS AGREEMENT AND THE DISCLOSURE OF CONFIDENTIAL INFORMATION, BOTH PARTIES HERETO AGREE AS FOLLOWS:

1. Definition of Confidential Information and Exclusions.
 - a. "Confidential Information" means nonpublic information that either Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Parties. "Confidential Information" includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased software or hardware products, the marketing or promotion of the other Party's product(s), business policies or practices, application code, methodologies, manufacturers, distributors, dealers, independent sales reps, pricing information, hardware construction and capabilities, software code and functionality and information received from others that either Party is obligated to treat as confidential. Except as otherwise indicated in this Agreement, Parties also include all Affiliates. An "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a Party.
 - b. Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available without one Party's breach of any obligation owed to the other Party; (ii) became known to the Parties prior to disclosure of such information to Recipient pursuant to the terms of this Agreement; (iii) became known to the Parties from a source other than the other Party in the breach of an obligation of confidentiality; (iv) is independently developed by the Parties independently before this agreement and can be substantiated in writing; or (v) constitutes Feedback (as defined in Section 5).
2. Obligations Regarding Confidential Information.
 - a. The Parties shall: (i) Refrain from disclosing any Confidential Information to third parties for two (2) years following the date the Party first discloses such Confidential Information to the other Party, except as expressly provided in Sections 2(b) and 2(c) of this Agreement; (ii) Take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information; (iii) Refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information except in pursuance of the Parties' business relationship with the each other, and only as otherwise provided hereunder; and (iv) Refrain from reverse engineering, decompiling or disassembling any software code and/or pre-release hardware devices disclosed, except as expressly permitted by applicable law.
 - b. Either Party may disclose Confidential Information in accordance with a judicial or other governmental order, provided that other Party either (i) gives the undersigned representative

reasonable notice prior to such disclosure to allow a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. Notwithstanding the foregoing, parties shall not disclose any computer source code that contains Confidential Information in accordance with a judicial or other governmental order unless it complies with the requirement set forth in sub-section (i) of this Section 2(b).

- c. The undersigned parties may disclose Confidential Information only to employees and consultants on a need-to-know basis. The undersigned will have executed or shall execute appropriate written agreements with its employees and consultants sufficient to enable it to comply with all the provisions of this Agreement.
- d. Disclosing Party shall notify the undersigned representative immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement and its employees and consultants, and will cooperate in every reasonable way to help regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
- e. Either Party, upon reasonable request shall, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided as Confidential Information, or certify destruction of the same.

3. Remedies

- a. Parties acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that parties shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Miscellaneous

- a. All Confidential Information is and shall remain the property of the disclosing party. By disclosing Confidential Information Parties do not grant any express or implied right to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. Parties' reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein.
- b. Information that is related to this agreement which is prior knowledge of either party and is provided to the other party must be disclosed as such in writing or email with proof of receipt, within five (5) days of the date of the agreement. After this period information provided will fall under the terms of this agreement and be considered confidential and not generally known prior to divulgence.
- c. In the event that any computer software and/or hardware is provided as Confidential Information under the terms of this Agreement, such computer software and/or hardware may only be used for evaluation and providing Feedback (as defined in Section 5 of this Agreement). Unless otherwise agreed upon, all such computer software and/or hardware is provided "AS IS" without warranty of any kind, and Parties agree that neither Party nor suppliers shall be liable for any damages whatsoever arising from or relating to the use or inability to use such software and/or hardware.
- d. The Parties agree to comply with all applicable international and national laws that apply to (i) any Confidential Information, or (ii) any product (or any part thereof), process or service that is the direct product of the Confidential Information, including the U.S. Export



Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

- e. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence, the Parties, their agents, or employees, but only by an instrument in writing signed by an authorized representative. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- f. This Agreement shall be binding upon and inure to the benefit of each Party's respective successors and lawful assigns; provided, however, that Parties may not assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of the other Party. Any purported assignment in violation of this Section shall be void.
- g. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

5. Applicable Law

- a. This Agreement shall be governed by and enforced in accordance with the laws of the State of Florida, USA WITHOUT REGARD TO ITS CONFLICTS OF LAWS and VENUE [jurisdiction] of any dispute INVOLVING [between] Aftermath Data, LLC. and Recipient or End User will be in a court in HILLSBOROUGH COUNTY in the state of Florida. The burden of proof of payment or any other burden of proof shall be on the Recipient. NEITHER PARTY NOR ANY AFFILIATED COMPANY OR ASSIGNEE SHALL HAVE THE RIGHT TO OFF SET THIS AGREEMENT, OR ANY WARRANTY OR OTHER CLAIMS THAT ARISE UNDER THIS AGREEMENT OR OTHERWISE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Company:	Aftermath Data, LLC.	Company:	
By: (signature)		By: (signature)	
Name:	Eron C. Iler	Name:	
Title:	CEO	Title:	
Date:		Date:	