

## NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Commerce Register, Inc., located at 190 Godwin Avenue, Midland Park, New Jersey 07432 ("CRI") and \_\_\_\_\_, located at \_\_\_\_\_ ("Client"). Each of CRI and Client may be referred to below as a "Party," and collectively as the "Parties."

WHEREAS, in order to pursue a potential business relationship, the Parties hereby agree and acknowledge that certain confidential information will be disclosed to each other; and

WHEREAS, the Client may engage CRI to provide certain data processing services (the "Services") as may be more fully described in a separate agreement between the Parties; and

WHEREAS, the Parties are desirous of each preserving certain confidential information, as hereinafter defined ("Confidential Information"), from being released to unrelated third parties or from being used for any purpose other than as agreed by the Parties; and

WHEREAS, the Parties hereby agree to be bound by the terms of this Agreement to protect such Confidential Information.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. Confidential Information. For the purposes of this Agreement the term "Confidential Information" shall include all confidential and proprietary information disclosed by the Parties to each other orally or in writing, including information disclosed prior to the date of this Agreement relating to their respective businesses, operations and proprietary technologies ("Confidential Information"). Confidential Information shall not include information which at the time of disclosure or thereafter (a) is generally available to the public (other than as a result of a disclosure by the receiving party), (b) is available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided such source is not and was not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from transmitting such information to the receiving party by a contractual, legal or fiduciary obligation, (c) has been independently developed by the receiving party, as evidenced by its written records without reference to or reliance upon the Confidential Information, or (d) which at the time of disclosure, and with respect to such disclosure only, is required to be disclosed pursuant to a requirement of law. Without limiting the foregoing, any data provided by Client to CRI for processing or evaluation by CRI ("Client Data") is acknowledged to be Confidential Information belonging to Client.

2. Nondisclosure. CRI and Client mutually agree to hold each other's Confidential Information in strict confidence, to use it only for the purpose of pursuing a potential business relationship between them, and not to disclose such Confidential Information to any third party, except as provided herein, and to use its best efforts to protect such Confidential Information. Notwithstanding the above, CRI or Client may disclose Confidential Information to their respective employees, accountants, financial advisors, outside counsel and other representatives with a bona fide need to know (collectively, "Representatives"), provided that prior to disclosing

Confidential Information to a Representative, CRI or Client, as the case may be, shall inform such Representative of the requirements of this Agreement and obtain from such Representative his or her agreement to be bound thereby.

3. Permitted Disclosures. If CRI or Client or any of their respective Representatives is required by law to disclose Confidential Information of the other party, the party required to make such disclosure will promptly notify the other party of such requirement prior to making a disclosure. CRI and Client hereby agree to act in good faith and to agree on the form and terms of disclosure reasonably that is necessary in light of the circumstances under which the disclosure is required to be made; provided, however, if the Parties are unable to agree upon a mutually acceptable form disclosure, the party making such disclosure shall not be considered in violation of the terms of this Agreement, provided the party disclosing the Confidential Information has made reasonable efforts to secure a protective order with respect to such disclosure.

4. Limited Representations. CRI and Client hereby agree that neither party makes any representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information, including Client Data, and none of CRI, Client, or the officers, directors, employees, stockholders, owners, affiliates or agents of either will have any liability to the party receiving Confidential Information resulting from such party's use of or reliance on the Confidential Information. Only those representations or warranties that are made in a definitive agreement between the CRI and Client when, as, and if it is executed, and subject to such limitations and restrictions as may be specified in such agreement, will have any legal effect.

5. Client Data.

(a) To the extent Client provides CRI with Client Data, Client agrees (i) that it will not provide CRI with financial account information, social security number, driver's license or non-driver identification card number, mother's maiden name, date of birth, passwords, biometrics, electronic serial number, personal identification number or code and/or any other account information and/or account activity information or other information or data that can be used for identity theft (even that which is not personally identifiable) and other sensitive information regarding such persons; and (ii) that it will not provide any "protected health information" or "PHI" as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and related regulations. Client represents that it is the lawful owner of the Client Data and has the legal right to disclose the Client Data to CRI pursuant to this Agreement. Client shall indemnify, defend and hold CRI harmless against any claim that any of the Client Data was disclosed to CRI improperly or without appropriate authorization.

(b) CRI agrees (i) that Client Data shall at all times remain the proprietary and confidential information and property of Client; (ii) that CRI shall maintain Client Data in a secure database; (iii) that CRI shall use Client Data solely for the purpose of delivering Services and subject to the terms of this Agreement; (iv) that CRI shall not use or retain any Client Data or information obtained as a result of its handling, processing or possession of the Client Data in connection with the creation, testing, enhancement, promotion, marketing, selling and/or licensing of products or services offered by CRI to any third party without Client's prior written permission; (v) that CRI shall not use for its own benefit or otherwise disclose any part of the

Client Data other than to its employees and affiliates as required to deliver Services without the prior written consent of Client; and (vi) that it may disclose, provide access to or make available the Client Data only to those employees and affiliates who have a need to have access to provide Services and who have agreed to use the Client Data strictly for the purposes and subject to the terms herein.

(c) This Section 5 shall survive the termination of this Agreement for any reason. Either party shall be entitled to seek injunctive relief to enforce the provisions hereof.

6. Return or Destroy. Upon the written request of the other party, CRI or Client, as the case may be, shall return to the disclosing party, within ten (10) days, all Confidential Information (including Client Data) and all copies thereof if in written or other tangible form. Where impractical to return copies, such copies shall be destroyed. Within such ten (10) day period, if requested by the disclosing party, an affidavit of the receiving party, duly sworn by an officer of such party, shall be delivered to the disclosing party attesting to the return and destruction of all Confidential Information. Notwithstanding the foregoing provisions, either Party may retain one copy of Confidential Information for archival purposes only, in accordance with such Party's standard and secure record retention policies, provided that any such archival copies shall at all times remain subject to the terms of this Agreement.

7. No License. CRI and Client agree that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement. All Confidential Information, including Client Data, shall remain the property of the disclosing party. The disclosure of Confidential Information hereunder shall not, and shall not be construed to, (i) grant to the receiving party any license or other right under any trademark, patent, copyright or other intellectual property right held by the disclosing party, or (ii) except as expressly provided herein, constitute any representation, warranty, assurance, guarantee, or inducement of any kind by the disclosing party as to the non-infringement of the intellectual property rights of third parties, or as to any other matter.

8. Term. The terms and conditions contained in this Agreement shall be binding upon the Parties for a period of thirty-six (36) months following the disclosure of said Confidential Information.

9. Miscellaneous. This Agreement is neither intended to nor will it be construed as creating a joint venture, partnership, or other form of business association between the Parties, nor an obligation to buy or sell products or services. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey. CRI and Client hereby agree that in the event of a violation of the terms of this Agreement the Parties will suffer irreparable harm and that remedies at law are inadequate. The Parties hereby agree and consent to the issuance of injunctive relief with respect to any violation of this Agreement. This Agreement may be amended only by a written instrument signed by both parties.

Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. The parties hereto and any third parties may rely upon

machine copies of signatures to this Agreement to the same extent as manually signed original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and date first above written.

COMMERCE REGISTER, INC.

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

[CLIENT]

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_