

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

CurrentClient, Inc.

This **Confidentiality & Non-disclosure Agreement** (the "**Agreement**") is made and entered into by and between CurrentClient, Inc. (the "**Company**" and "**Disclosing Party**") and the recipient (the "**Recipient**"). Each of the Company and the Recipient may be referred to as a "**Party**" under this Agreement, and collectively the "**Parties**".

KEY DEFINED TERMS	
" Opportunity ":	Any potential business opportunity or relationship that may arise during discussions between the parties.
" Contract Term ":	The initial Contract Term during which Confidential Information may be disclosed by the Company to the Recipient hereunder shall be for a period of one year beginning on the Effective Date. The Contract Term shall automatically renew for an additional 6-month period if any Confidential Information has been exchanged within the final three-month period of the then-current Contract Term.
" Effective Date ":	The date this Agreement is last signed by the Recipient.
" Disclosing Party ":	The Company as identified above.
" Recipient ":	The Recipient as identified above.
" Confidential Information ":	Any information (other than Non-confidential Information, as defined below) that was previously or hereafter is disclosed or made available pursuant to this Agreement, including, without limitation: a. documents related to security, privacy, compliance, and auditing, including those related to SOC 2; b. internal company policies.
" Non-confidential Information ":	Any information which, as shown by documents and other competent evidence in the Recipient's possession: a. is now, or hereafter becomes, through no act or failure to act on the part of Recipient, generally known

	and made generally available in the public domain; b. becomes available to Recipient on a non-confidential basis from a source other than Disclosing Party, which source is not subject to a contractual, legal or fiduciary obligation prohibiting such disclosure; or c. is independently developed by Recipient without use of or reference to Disclosing Party's Confidential Information.
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1. **Purpose and Background.** The Parties wish to explore the Opportunity and discuss certain matters relating to the Opportunity. In connection therewith, the Company may disclose or make available to the Recipient certain Confidential Information, either directly or indirectly, in writing, orally or by making available for review or inspection.

2. **Permitted Use.** The Recipient of any Confidential Information disclosed by the Disclosing Party pursuant to this Agreement agrees that it shall use such Confidential Information solely for the purpose of evaluating the Opportunity.

3. **Non-Disclosure; Maintenance of Confidentiality.** The Recipient shall maintain the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but in any event shall use at least commercially reasonable measures to protect the confidentiality of and avoid disclosure of the Disclosing Party's Confidential Information. The Recipient further agrees that it will not disclose any of the Disclosing Party's Confidential Information to employees or to third parties; *provided, however*, that Confidential Information may be disclosed to Recipient's directors, officers, employees or representatives who need to know such Confidential Information for the purpose of evaluating the Opportunity and have agreed to abide by or are otherwise subject to non-disclosure terms at least as protective of the Disclosing Party's Confidential Information as those set forth herein. Recipient also agrees to only make copies of Confidential Information as are necessary to evaluate the Opportunity or as otherwise authorized by the Disclosing Party. Recipient shall reproduce the Disclosing Party's proprietary rights and confidentiality notices on any copies in the same manner in which such notices were set forth in or on the original Confidential Information. Recipient shall promptly notify the Disclosing Party in the event of any unauthorized use or disclosure of the Disclosing Party's Confidential Information.

4. **Disclosure Required by Law.**

a. In the event the Recipient is required by law or a valid and effective subpoena or order issued by

either a court of competent jurisdiction or a governmental body to disclose any of the Disclosing Party's Confidential Information, the Recipient shall promptly notify the Disclosing Party in writing of the existence, terms, and circumstances surrounding such required disclosure so that the Disclosing Party may seek a protective order, or have the Recipient seek such protective order on its behalf, or other appropriate relief from the proper authority. The Recipient shall cooperate with the Disclosing Party in seeking such order or other relief. If the Recipient is nonetheless required to disclose the Disclosing Party's Confidential Information, it will furnish only the minimum portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that such Confidential Information will be treated confidentially to the extent possible.

b. Notwithstanding anything herein to the contrary, Recipient shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of Confidential Information that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

5. **No Obligation.** Each Party understands and agrees that nothing herein requires either Party (i) to disclose any Confidential Information, which shall be disclosed, if at all, solely at the option of the Disclosing Party; (ii) to proceed with the Opportunity or any relationship in connection with which Confidential Information may be disclosed; or (iii) to refrain from entering into an agreement or negotiation with any other party. Nothing in this Agreement shall be construed as creating any joint venture, teaming arrangement, partnership, or other formal business organization or agency arrangement between the parties.

6. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION, AND EACH PARTY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. **No License.** All of the Disclosing Party's Confidential Information shall remain the sole property (and intellectual property, as applicable) of the Disclosing Party. Nothing in this Agreement is intended to grant any rights to any party under any patent, copyright, trade secret or other intellectual property right of the other party, nor shall this Agreement grant either party any rights in or to other party's Confidential Information except as expressly set forth herein.

8. **Term and Termination; Survival of Confidentiality Obligations.** This Agreement shall be effective as of

the Effective Date and shall remain in effect for the Contract Term. Upon expiration or termination of this Agreement, which shall happen at the end of the Contract Term, the obligations of the Recipient with respect to the Disclosing Party's Confidential Information shall survive and shall continue until such Confidential Information is no longer Confidential Information as defined herein. Other provisions of this Agreement that by their nature or context would be reasonably intended or understood to survive the termination of this Agreement shall survive.

9. **Remedies.** The Recipient agrees that its obligations hereunder are necessary and reasonable in order to protect the Disclosing Party and the Disclosing Party's business, and expressly agrees that monetary damages would be inadequate to compensate the Disclosing Party for any breach by the Recipient of this Agreement. Accordingly, the Recipient agrees and acknowledges that any such breach or threatened breach of this Agreement will cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled to obtain injunctive relief against the continuation of such breach or the threatened breach of this Agreement, without the necessity of proving actual damages or posting bond.

10. **Miscellaneous.**

a. This Agreement shall be governed by the laws of the state of Delaware, without regard to the conflicts of law provisions thereof, and the parties consent to the exclusive jurisdiction and venue of the state and federal courts located nearest to the state of Delaware, and agree to waive all objections to personal jurisdiction, venue and *forum non conveniens*.

b. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior communications, reports and understandings between the parties with respect thereto.

c. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof.

d. If any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable as though such term were absent on the Effective Date.

e. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. Neither party may assign this Agreement without the express written consent of the other party, and any prohibited assignment shall be void; *provided* that either party may assign this Agreement pursuant to a merger, acquisition or sale of all or substantially all of such party's assets except in the event that the proposed assignee is a competitor of the other party.

f. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.