

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “**Agreement**”) is entered into and is effective as of the last (or only) date of the signatures below, by and between **Insum Solutions Corp.**, a Delaware corporation, with a place of business at 46 Beekman St., Plattsburgh, NY 12901, USA (“**Insum**”) and], a [Jurisdiction of Incorporation] corporation having a place of business at [Address] (the “**Client/Corporate Name of Other Party** nt”); (referred to as the “**Party**” and/or the “**Parties**”).

1. **Purpose.** In the framework of the ‘Forms campaign’ in which the Client is invited to upload its Form(s) and receive from Insum an estimate of the conversion effort required (the “**Purpose**”), the Parties hereby agree as follows:

2. **Definition of the Parties.** In connection with such Purpose, each Party (referred to in such capacity as “**Discloser**”) may disclose to the other Party (referred to in such capacity as “**Recipient**”) information which Discloser desires Recipient to treat as confidential.

3. **Definition of Confidential Information.** For the purposes of this Agreement, “**Confidential Information**” means the existence of the discussions between the Parties, any and all non public legal, financial, technical and/or business information of the Discloser which is disclosed by Discloser to Recipient hereunder, including without limitation information relating to Discloser’s product or services, plans, designs, ideas, concepts, technology, tools, source code, software, databases, programs, costs, prices, finances, marketing plans, personnel, research, development, trade secrets or know-how and all notes, compilations, analyses, estimate and reports. Without limiting the foregoing, information disclosed hereunder is deemed to be Confidential Information if such information is marked as “Confidential” or “Proprietary” or with a similar legend, or if a reasonable person, taking into account the circumstances surrounding the disclosure or the nature of the information itself, would reasonably understand that such information is the confidential and proprietary information of Discloser. Confidential Information does not, however, include information that: (a) was independently developed by Recipient without reference to the Confidential Information of Discloser or any breach of this Agreement, as evidenced by contemporaneous written records; (b) was at the time of disclosure, or subsequently becomes, generally available to the public through no fault or breach on the part of Recipient; (c) Recipient can demonstrate to have had rightfully in its possession without an obligation of confidentiality prior to disclosure hereunder, as evidenced by contemporaneous written records; or (d) Recipient rightfully obtained from a third party who was not, to Recipient’s knowledge, under any obligations of confidentiality with respect thereto, had the right to transfer or disclose it and who provided it not subject to any confidentiality obligation.

4. **Non-Disclosure and Non-Use of Confidential Information.** The Confidential Information is being provided by Discloser to Recipient solely for its internal evaluation for the Purpose. Recipient will not disclose, publish or disseminate Confidential Information to anyone other than those of its employees who need to know for the Purpose. Recipient will take reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of Confidential Information and will exercise the same degree of care and measures as it would normally exercise for its own information of like nature which in no case will be less than reasonable care. Recipient will not use Confidential Information for its own benefit or that of any third-party, or for any purposes other than the Purpose without the prior written approval of an authorized representative of Discloser in each instance. If Recipient receives notice that it may be required or ordered by any judicial or governmental entity to disclose Confidential Information of Discloser, it will without delay inform Discloser of such notice in

order to allow Discloser to contest such requirement or order, and Recipient will, at Discloser's expense, cooperate with Discloser's reasonable requests for assistance to obtain a protective or limiting order or other confidential treatment with respect to any such disclosure. Recipient will be responsible and liable for any violation of the terms and conditions of this Agreement by any of its employees. If Recipient becomes aware of any breach of the non-disclosure and non-use obligations herein Recipient must promptly notify Discloser of same and must take all necessary actions, at Recipient's expense, to prevent any further breach.

5. **No Warranty or Representation.** All Confidential Information is provided "AS IS" and without any representation or warranty, express, implied or otherwise, including but not limited to any warranties regarding its accuracy, completeness, performance or non-infringement of third party rights or its merchantability or fitness for a particular purpose. Discloser will not be liable for any inaccuracies in the Confidential Information or any damages resulting from Recipient's use or inability to use any Confidential Information.

6. **No License and no transfer of IP.** This Agreement is not intended to grant Recipient any rights or licenses to any source code, patent, trademarks, copyright or other intellectual property right of Discloser, nor does this Agreement grant Recipient any right in or to the Confidential Information of Discloser except for the limited right to evaluate the Confidential Information as expressly provided herein. Nothing in this Agreement obliges either Party to proceed with or enter into any future transaction or commitment with the other Party, and each Party reserves the right, at its sole discretion, to terminate the discussion contemplated by this Agreement.

7. **Return of Confidential Information.** Within ten (10) business days of receipt of a written request by Discloser, Recipient will either return to Discloser or destroy all documents, records and copies thereof containing Confidential Information fixed in any tangible medium of expression in whatever form or format, except copies that may be retained for legal, auditing and archival purposes, provided, however that for so long as such Confidential Information remains in the possession or under the control of Recipient, the confidentiality obligations of this Agreement remain in effect.

8. **Term of Confidentiality Obligations.** This Agreement will remain in force for a period of one (1) year, unless terminated earlier by any party by providing a 30-day termination notice in writing to the other. Notwithstanding any such termination, the obligations set out in this Agreement will remain in force for a period of five (5) years from its date of termination.

9. **Remedies.** Recipient acknowledges that the Confidential Information is owned solely by Discloser (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, Recipient acknowledges that Discloser will have the right to obtain an immediate injunction enjoining any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

10. **Non-Solicit.** Each Party agrees that during the term of this Agreement, and for a period of one (1) year after its termination, it will not, whether directly or indirectly: (a) engage, hire or employ any person retained or employed by the other Party at any time during the term of this Agreement; or (b) induce, influence, entice, solicit or attempt to influence, induce, entice or solicit, any suppliers, customers, employees or others to terminate or otherwise alter, to the detriment of the other Party, their preexisting relationship with that Party. The language under (b) above does not preclude a Party to respond and give effect to bona fide solicitations demonstrably originating from a customer.

11. **General.** This Agreement is governed by and construed, and the legal relations between the Parties are determined, in accordance with the laws in force in the in the State of New York, without giving effect to its conflicts of laws principles. This Agreement supersedes all prior understandings and negotiations, oral and written, and constitutes the entire understanding between the Parties on the subject of non-disclosure and non-use of Confidential Information. This Agreement and any of the rights and obligations hereunder are not assignable without the written permission of both Parties. No waiver, modification, or amendment to this Agreement will be binding upon the Parties unless it is in writing signed by an authorized representative of each Party.

**IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND, THIS AGREEMENT IS DULY EXECUTED AND SIGNED** by the Parties as of the effective date.

By: **INSUM SOLUTIONS CORP.**

By: **[OTHER PARTY]**

Sign.: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Sign.: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_