



Mutual Non-Disclosure Agreement (NDA)

In order to facilitate discussions to evaluate and possibly enter into a business transaction between the parties (the "Purpose"), Simplify Workforce and the other party identified in the signature block in the Simplify Workforce Mutual NDA cover page, hereby agree:

1. This agreement is effective as of the date this agreement is accepted by the party identified below.

2. A party (the "Discloser") may disclose to the other party (the "Recipient") information pertaining to the Purpose that (a) if disclosed in writing or other tangible form, is marked "Confidential" or in some other manner to indicate its confidential nature; (b) if disclosed orally, is designated as confidential at the time of disclosure; and (c) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself ("Confidential Information").

3. Recipient may use Confidential Information only for the Purpose. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information with its affiliates, employees, directors, agents or third-party contractors who need to know it for the Purpose and if they are bound by written non-use and non-disclosure obligations no less protective of Confidential Information than those provided in this Agreement.

4. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient; in each case as demonstrated by the Recipient with competent evidence. A party may disclose Confidential Information to the extent compelled to do so by law if it (i) provides reasonable prior notice to the other party, unless a court orders that the other party not be given notice and (ii) cooperates with the other party in seeking a protective order or other reasonable remedies.

5. Upon Discloser's written request, Recipient shall promptly return to Discloser or destroy (with proof of such destruction) all documents and other tangible objects containing or representing Confidential Information of the Discloser that are in the possession of Recipient, provided that Recipient (i) may retain one copy of such Confidential Information in its confidential archive solely for the purpose of ensuring compliance with this agreement, and (ii) will not be required to destroy any computer files stored securely by Recipient that are created during automatic system back-up or that are otherwise impracticable to destroy.

6. Either party may terminate this agreement with thirty days prior written notice, but this agreement's provisions will survive as to Confidential Information that is disclosed before termination.

7. Unless the parties otherwise agree in writing, the Recipient's duty to protect Confidential Information expires five (5) years from disclosure.

8. This agreement imposes no obligation to proceed with any business transaction.

Proprietary and Confidential

This Agreement and information contained herein is not for use or disclosure outside of Simplify Workforce (applicable entity), and authorized representatives, and Client, except under written agreement between the parties.

9. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, PERFORMANCE OR NON-INFRINGEMENT OF ANY CONFIDENTIAL INFORMATION.

10. No party acquires any intellectual property rights under this agreement except the limited rights necessary to use Confidential Information for the Purpose. Each party is entitled to seek injunctive relief against the threatened breach of this agreement or the continuation of any such breach.

11. This agreement does not create any agency or partnership relationship. This agreement is not assignable or transferable by either party without the prior written consent of the other party, except that each party may assign this agreement to an affiliate or a successor of all or substantially all of its business or assets to which this agreement pertains provided that the assigning party provides the other party with prompt written notice of any such assignment.

12. This agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. Failure to enforce any of the provisions of this agreement will not constitute a waiver.

13. The Governing Law governs this NDA and any action arising out of or relating to this NDA, without reference to conflict of law rules. The parties will adjudicate any such action in the Courts and each party consents to the exclusive jurisdiction and venue of the Courts for these purposes. Nonetheless, either party may seek equitable relief or enforcement of a judgment in any court of competent jurisdiction.

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