



MUTUAL NON-DISCLOSURE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement"), dated as of the ___ day of _____ 2016, by and between _____ a Consultant/Employee, and ExpoTech Inc., an Arizona corporation, with its principal offices at 2198 E. Camelback Road, Suite 220 Phoenix, AZ 85016 ("ExpoTech") (both parties hereto collectively referred to as the "Parties" and individually as a "Party").

Whereas, a Party may request from the other (in such case, the "CONSULTANT") and/or disclose to the other (in such case, the "Disclosing Party") certain business, financial, technical, and other Confidential Information (as defined below) concerning their respective businesses and affairs that is not available to the public.

NOW THEREFORE, in consideration of the above premises the Parties mutually agree as follows:

1. **Definition.** "Confidential Information" shall mean any and all information disclosed to, or otherwise acquired or observed by, a Party including its affiliated companies, directors, officers and employees (collectively, "Recipient's Representatives"), from the Disclosing Party and its affiliated companies, relating to the business of the Disclosing Party, whether communicated in writing, orally, electronically, photographically, or in recorded or any other form, including, but not limited to, all sales and operating information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data media, know-how, designs, drawings, specifications, source codes, technical information, concepts, reports, methods, processes, techniques, operations, devices, and the like, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright. If Confidential Information is orally or visually disclosed, it shall be identified as confidential at the time of its disclosure and confirmed in writing to the Recipient within five (5) business days of its disclosure. The term "Confidential Information" does not include information which (i) becomes generally available to the public other than as a result of disclosure by Recipient in breach of this Agreement; (ii) was available to Recipient on a non-confidential basis as shown in written records prior to its disclosure to Recipient by Disclosing Party; (iii) becomes available to Recipient on a non-confidential basis from a source other than Disclosing Party; *provided* that such source is not bound by a confidentiality agreement with Disclosing Party or is otherwise prohibited from transferring the information to Recipient by a contractual, legal or fiduciary obligation; or (iv) is independently developed by Recipient without any use of or benefit from the Confidential Information and such independent development can be documented by Recipient with written records.

2. **Non-disclosure.** In consideration for the receipt of Confidential Information, Recipient shall hold all Confidential Information in confidence and with the same degree of care it uses to keep its own similar information confidential, but in no event shall it use less than a reasonable degree of care; and shall not, without the prior written consent of Disclosing Party, disclose such information to any person for any reason at any time; provided, however, it is understood that Recipient may disclose any of the Confidential Information to those of the Recipient's Representatives who actually need such material for the purpose of evaluating the proposed Transaction on the condition that, prior to such disclosure, such Recipient's Representatives have signed an agreement with confidentiality provisions no less stringent than those set



forth herein. The term "person" as used in this document shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.

3. Use. Recipient shall not use any Confidential Information for any reason or purpose other than as necessary in regard to the Transaction. Recipient agrees to make no other use of the Confidential Information or to incorporate any Confidential Information into any work or product.

WORK PRODUCT OWNERSHIP

Any works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Contractor in connection with the Services shall be the property of ExpoTech.

4. CONFIDENTIALITY

Contractor will not at any time or in any manner, directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner any information that is proprietary to ExpoTech.

Contractor will not reveal or discuss any financial arrangements with ExpoTech client or other ExpoTech contractors, and shall protect such information and treat it as strictly confidential.

This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Contractor will return to ExpoTech all records, notes, documentation and other items that were used, created, or controlled by Contractor during the term of this Agreement.

5. NON-COMPETE AGREEMENT

During the term of this agreement and for a period of one year after the termination of this Agreement, Contractor will not directly or indirectly (without permission of ExpoTech attempt to contact any ExpoTech customer from any consulting arrangement engaged in through ExpoTech.

Contractor agrees to represent ExpoTech and only ExpoTech while consulting or supporting any ExpoTech's customer or potential customer.

Contractor in no way will use contacts made at ExpoTech for financial gain; nor will Contractor engage in direct competition with ExpoTech for a period not less than 1 year with clients or contacts assigned or given to Contractor. This also means that Contractor will not use Contractor's own Company letterhead or business card in communicating with clients or contacts.

6. ENTIRE AGREEMENT

This Agreement is an addendum to ExpoTech NDA-Non-Circumvent and contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This agreement will be bound by the laws of the state of Arizona.

In the case of breach of contract, each party will be responsible for their attorneys' fees and any other expenses related to the determination of this Agreement.

All disagreements and disputes will be resolved with binding arbitration in Phoenix, Arizona under the rules of American Arbitration Association.

Both parties will approve the selection of Arbitrator.

This agreement shall be in effect for one year from the date of the last signature except that it will renew automatically each year on its anniversary unless otherwise notified in writing by either party.



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7. Ownership. Recipient recognizes that all tangible information relating to Confidential Information, including notes, reports and other documents prepared by Recipient in connection with the evaluation of the proposed Transaction, including all copies thereof, are and shall be the sole property of Disclosing Party, and Recipient shall keep the same at all times in its custody and subject to Recipient’s control. The Recipient does not hereby and shall not acquire by implication or otherwise any right in or title to or license in respect of the Confidential Information disclosed to it by the other Party.

8. Scope; Termination. This Agreement is intended to cover Confidential Information disclosed by each Party both prior and subsequent to the date hereof. This Agreement may be terminated by either Party by giving the other Party no less than thirty (30) days prior written notice; provided, however, that, notwithstanding anything herein to the contrary, each Party’s obligations with respect to each item of the other Party’s Confidential Information will survive for a period of three (3) years following the disclosure of the applicable Confidential Information.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date and year first above written.

ExpoTech Solutions, Inc.

By: _____

By: _____

Name: _____

Name: Rod Ghani _____

Title: Consultant-Developer _____

Title: CEO _____