

**Non-Disclosure Agreement**

THIS AGREEMENT is made and entered into as \_\_\_\_\_\_\_\_ (“Effective Date”), by and between \_\_\_\_\_\_\_\_\_\_\_, (including any and all affiliated or related entities - collectively referred to as “the Disclosing Party”) and **CROSStrax** (including any and all affiliated or related entities - collectively referred to as “the Recipient”), hereby agree as follows:

WHEREAS, the Parties desire to initiate discussions relating to a potential business relationship regarding, but not necessarily limited to, risk management, consulting, and investigations provided by CROSStrax (the “Business Opportunity”) a CMS or Case Management System provided in the Cloud with AWS (Amazon Web Services); and

WHEREAS, in order to facilitate Recipient’s ability to review materials from Disclosing Party and evaluate the Business Opportunity, it is necessary for Disclosing Party to provide Recipient information that Disclosing Party considers to be confidential and proprietary.

NOW THEREFORE. IT IS AGREED:

1. GENERALLY: By virtue of agreement with “the Disclosing Party,” “Recipient” may obtain access to sensitive, confidential, restricted and proprietary information about the “Disclosing Party” that is not generally known or made available to the public or competitors and that the “Recipient” has made reasonable efforts to keep confidential, including but not limited to financial records, member or vendor records and files, referral or mailing lists, credit card numbers, and similar information whether stored electronically or in paper format.

2. CONFIDENTIAL INFORMATION: For purposes of this Agreement, "Confidential Information" shall mean any and all non-public information, including, without limitation, technical, developmental, marketing, sales, operating, performance, cost, know-how, business plans, business methods, and process information, disclosed to the Recipient.  For convenience, the Disclosing Party may, but is not required to, mark written Confidential Information with the legend "Confidential" or an equivalent designation.

3. USE: All Confidential Information disclosed to the Recipient will be used solely for the Business Purpose and for no other purpose whatsoever. The Recipient agrees to keep the Disclosing Party’s Confidential Information confidential and to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care. Recipient may disclose Confidential Information only to its employees, agents, consultants and contractors on a need-to-know basis, and only if such employees, agents, consultants and contractors have executed appropriate written agreements with Recipient sufficient to enable Recipient to enforce all the provisions of this Agreement. Recipient shall not make any copies of Disclosing Party’s Confidential Information except as needed for the Business Purpose. At the request of Disclosing Party, Recipient shall return to Disclosing Party all Confidential Information of Disclosing Party (including any copies thereof) or certify the destruction thereof.

4. PERMISSIBLE DISCLOSURES: Recipient’s Designated Representative, as identified herein, may disclose information or documents provided under this Agreement to other employees within their organization or to Recipient’s agents only if it is necessary for the person to review the Confidential information in order for Recipient to evaluate the Business Opportunity. Recipient may not copy, use, or otherwise disseminate the Confidential Information without the prior written consent of “Disclosing Party. The obligations and limitations set forth herein regarding Confidential Information shall not apply to information which is: (a) at any time in the public domain, other than by a breach on the part of the Recipient; or (b) at any time rightfully received from a third party which had the right to and transmits it to the Recipient without any obligation of confidentiality.

5. PROTECTIVE ORDER: In the event that Recipient, or any of its representatives, employees, or agents are ordered by a court of competent jurisdiction, or by a valid and legal subpoena to disclose any of the Confidential information, Recipient shall notify Disclosing Party promptly in writing, so that Recipient or Disclosing Party may seek an appropriate protective order or non-dissemination agreement, or in Disclosing Party’s sole discretion, waive compliance with the terms of this Agreement (which waiver must be confirmed in writing by Disclosing Party). In the event that no such protective order or other remedy is obtained, or in the event that compliance with the terms of this Agreement is waived, Recipient shall furnish only that portion of the Confidential Information that it has been advised by counsel is legally required to be disclosed. Recipient shall exercise its best efforts to obtain reliable assurance that any Confidential Information legally required to be disclosed shall be treated as confidential and not disseminated by the requesting entity.

6. RETURN OF DOCUMENTS: If Recipient does not enter into a formal written agreement with Disclosing Party, or in the event that such an agreement is reached, but later terminated, or if Disclosing Party demands a return of the Confidential information in writing, whichever occurs first, Recipient shall promptly return all documents provided by Disclosing Party.

7. REMEDIES: The Parties acknowledge that remedies at law may not be adequate to protect against any actual threatened breach of this Agreement. Therefore, the Parties agree that a violation of the Agreement, if proved in a competent court, shall entitle the party seeking relief to an injunction or other appropriate equitable remedy without notice to the other Party.

8. ATTORNEYS FEES: The Parties agree that should legal action be necessary to enforce the terms and conditions of this Agreement; the prevailing party shall be entitled to an award of fees and costs.

9. WAIVER: No failure or delay by a Party hereto in exercising any right under this Agreement will operate as a waiver of any other right or duty owed by this Agreement. If any term of this Agreement is deemed invalid or unenforceable, such term will be deemed stricken from this Agreement and the remaining terms of this Agreement shall remain in full force or effect.

10. SOLE AGREEMENT: The Parties’ intentions are fully expressed in this Agreement, and no other oral or written Agreement shall operate to supplement or take the place of the terms expressed in this Agreement.

11. PROPRIETARY RIGHTS: No license or patent right, copyright, or other right in respect to the Confidential Information is granted to Recipient by receiving Confidential Information under this Agreement by implication or otherwise.

12. MISCELLANEOUS: The covenants contained herein shall survived termination of this Agreement and any other agreement that may be entered between the Parties. The Agreement shall be binding on the successors and assignees of each Party. This Agreement is governed by and construed according to Florida law. The exclusive and sole venue for any action brought to enforce the terms or conditions of this Agreement shall be Okaloosa County, Florida.

13. AUTHORSHIP: The Parties further agree that, should any judicial interpretation of this Agreement be necessary, the Agreement was prepared jointly and drafted by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written and/or paid plan signup date.

Patrick J. Andrews - CEO

CROSStrax, LLC

AWS Cloud based CMS