

30 May 2017

CONFIDENTIAL

Dear _____,

In connection with possible employment, contract, and role shaping discussions (the “Business Relationship”) between Derive Systems, LLC (as hereinafter “Derive”); a Delaware limited liability corporation; with its principal place of business 4150 W. Church Street, Suite 1024, Sanford, Florida and [_____] a(n) [_____] (e.g., an Illinois corporation)] with its principal place of business at [_____] (the “Company”), the parties hereto may each disclose certain of their respective Confidential Information (as hereinafter defined) to one another. As a condition to the disclosure of such Confidential Information by each party, DERIVE and the Company each agree to abide by the terms of this letter agreement, as set forth below:

1. Confidential Information. As used in this letter agreement, the term “Confidential Information” means and includes any and all information and/or data of either party (the “Disclosing Party”), whether of a technical, business, financial or other nature, including, without limitation, all information and/or data directly or indirectly pertaining to such party’s: business practices, techniques, proposals, and plans; trade secrets, technology, inventions, ideas, designs, concepts and know-how; assets, liabilities and operations; costing, pricing and financial information; research and development activities; business opportunities; customers, suppliers, vendors, partners, contractors and employees; promotional and marketing activities; and other business affairs, to the extent such information and/or data is disclosed to the other party (the “Receiving Party”) before, on, or after the date of this letter agreement (the “Effective Date”), regardless of whether such information is disclosed in writing, verbally, electronically, or otherwise. The term “Confidential Information” shall include all such information and/or data so long as (a) it has been identified to the Receiving Party as being proprietary or confidential or (b) by the nature of the information and/or data, or the circumstances surrounding its disclosure, a reasonable person would know or have reason to know that the information and/or data ought to be treated as proprietary and confidential. Confidential Information also includes all information concerning the nature, existence and progress of the Business Relationship, unless and until the parties jointly agree to publicly disclose such information. Notwithstanding the foregoing, no information and/or data disclosed by either party shall be considered Confidential Information if such information and/or data (i) is established by the Receiving Party to have been known by it at the time of receipt from the Disclosing Party; (ii) is or becomes a part of the public domain through no direct or indirect act or omission of the Receiving Party; (iii) is rightfully received by the Receiving Party from a third party who did not acquire or disclose such information by a wrongful or tortious act, or in violation of any legal or contractual obligation; or (iv) is shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information.

2. Use/Disclosure/Ownership of Confidential Information. The Receiving Party agrees to hold in confidence and not directly or indirectly disclose or utilize for its own or anyone else’s benefit any Confidential Information of the Disclosing Party except as necessary to explore, consider, evaluate, develop, conduct and engage in the Business Relationship. The Receiving Party will restrict the possession, knowledge, development and use of Confidential Information to its shareholders, members, officers, directors, managers, employees, agents, subcontractors, parent, subsidiaries, affiliates and other entities controlling, controlled by or under common control with the Receiving Party (collectively,

“Personnel”) who have a need to know Confidential Information in connection with the purposes set forth in this Section 2. The Receiving Party will ensure that its Personnel comply with this Agreement by requiring that each person who is given access to the Confidential Information sign a copy of this Agreement, thereby agreeing to be bound to the terms hereof. The Receiving Party shall provide the Disclosing Party with executed signature pages for each such person who signs the Agreement. Notwithstanding the foregoing, the Receiving Party shall be responsible and liable for any breach(es) of this Agreement by its Personnel whether they have signed this letter agreement or not. The parties agree that the Disclosing Party is, and shall at all times remain, the exclusive owner of all of its Confidential Information and no license or conveyance of any rights to any Confidential Information of the Disclosing Party is granted or implied under this letter. Without limiting the foregoing, the Receiving Party shall take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own Confidential Information of a similar nature.

3. Disclosures to Governmental Entities. If the Receiving Party becomes legally obligated to disclose Confidential Information by any governmental entity with jurisdiction over it, the Receiving Party will give the Disclosing Party prompt written notice sufficient to allow the Disclosing Party to seek a protective order or other appropriate remedy, if possible. The Receiving Party will disclose only such information as is legally required and will use commercially reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed. The Disclosing Party shall reimburse the Receiving Party for its reasonable costs and expenses incurred in complying with this Section 3.

4. Return/Destruction of Confidential Information. Upon the Disclosing Party’s written request, the Receiving Party promptly shall return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies, extracts and excerpts of Confidential Information). Upon request by the Disclosing Party, the Receiving Party shall certify the destruction and/or permanent deletion of any tangible or electronic embodiments of Confidential Information that have not been returned to the Disclosing Party, which certification shall be in writing and shall be signed by an authorized officer of the Receiving Party supervising such destruction.

5. Limited Relationship. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party will act as an independent contractor and not as an agent of the other party for any purpose, and neither will have the authority to bind the other. This Agreement does not create an obligation on the part of either party to disclose any information to the other party.

6. Remedies. In the event of a breach or threatened breach of this letter by either party, the other party may avail itself of all available legal and equitable remedies, including, but not limited to, injunctive relief. Further, each party acknowledges that (a) the Disclosing Party may suffer irreparable harm if this letter is breached by the Receiving Party, (b) the Disclosing Party’s legal remedies are inadequate to protect its interests in the event of such breach by the Receiving Party, and (c) equitable relief is an appropriate remedy for any such breach (without requirement of any bond or security), notwithstanding and in addition to any other available remedies. If any action or other proceeding is instituted relating to any term or condition of this letter, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and expenses (whether or not specifically allowed by statute).

7. No Representations or Warranties. Neither party has made or hereby makes any representations or warranties as to the accuracy or completeness of the Confidential Information. Each party further agrees that the Disclosing Party shall not have any liability to the Receiving Party as a result of the Receiving Party's use of the Confidential Information or the conclusions derived by the Receiving Party from the Confidential Information. Both parties agree that a Disclosing Party's only liability for any inaccuracy or incompleteness of any of the Confidential Information shall arise from those particular representations and warranties, if any, which may be made pursuant to a definitive agreement in furtherance of the Business Relationship, to the extent such an agreement is actually entered into. Duration of Restrictions. Notwithstanding any provisions to the contrary herein, the confidentiality and nondisclosure obligations set forth in this letter will continue in force and effect for a period of three (3) years after the date of this letter; *provided, however*, that any Confidential Information that constitutes a trade secret under the Uniform Trade Secret Act or any other applicable laws shall continue to be protected for the maximum period of time permitted by applicable laws.

8. Miscellaneous. This letter agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, excluding its conflict of law rules. This letter shall be binding upon the parties hereto and their respective legal and personal representatives, successors and assigns. Any term or provision of this letter that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. This letter sets forth the entire understanding of the parties hereto with respect to the matters provided for herein and supersedes any and all other prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or in writing, by any of the parties or by any officer, director, employee or representative of any party with respect to such matters.

If this letter satisfactorily sets forth our agreement, please sign and return one copy of this letter which thereupon will constitute our legally binding agreement.

Very truly yours,

Derive Efficiency, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

Accepted and agreed to:

NAME OF COMPANY/PERSON:

By: _____

Print Name: _____

Title: _____

Date: _____