



MUTUAL NON-DISCLOSURE AGREEMENT

Effective Date: _____ 2017

Made by and between:

BluBOX Security Inc., a Massachusetts corporation, located at 9 Bartlet Street, Suite 334, Andover, MA 01803.

AND

(the "Other Party")

WHEREAS, the above parties are engaged in discussions concerning a potential business transaction, strategic relationship, or other mutually beneficial arrangement (the "Purpose"); and

WHEREAS, in order to facilitate such discussions business transactions and strategic relationship, certain Confidential Information (as hereinafter defined) may be disclosed between the parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Obligations. This Agreement confirms the understanding between the parties concerning their mutual obligations of confidentiality and the restrictions on use and disclosure of the Confidential Information that is furnished between the parties pursuant to this Agreement.
2. Definition of "Confidential Information".
 - a. "Confidential Information" shall mean all non-public, confidential information disclosed before, on or after the Effective Date, by either party (the "Disclosing

Party”) to the other party (the “Receiving Party”), whether in written, oral, printed, electronic, machine readable, or other form. Confidential Information” shall include, but not be limited to, product plans, designs, business plans, financial or economic statements, schedules, records, information and/or data, market research and analysis, marketing plans, costs, customer and supplier lists, price schedules, pricing methods, lists or schedules of sales representatives, strategies, forecasts, computer programs, technical data, know-how, trade secrets, discoveries, inventions and any other intellectual property (whether or not patented),

- b. Confidential Information shall also include any and all analyses, compilations and other materials prepared by the Receiving Party or any of its officers, directors, partners, members, managers, employees, representatives, affiliates or agents, as applicable (collectively, “Representatives”) containing or based in whole or in part on Confidential Information furnished by the Disclosing Party or its Representatives or otherwise obtained by the Receiving Party or its Representatives. For the purposes of this agreement, “affiliate” shall have the meaning ascribed to such term in Rule 405 under the Securities Act of 1933, as amended.
- c. All Confidential Information must be conspicuously labeled by the Disclosing Party as “Confidential”, “Proprietary” or with a similar legend. If Confidential Information is disclosed orally or by demonstration, it must be specifically designated by the Disclosing Party as Confidential Information at the time of disclosure and contained in an itemized written listing to be sent to the Receiving Party by the Disclosing Party within thirty (30) days following such initial disclosure.

3. Exceptions. For the purposes of this Agreement, Confidential Information shall not include information that:

- a. At the time of disclosure is, or thereafter becomes, generally available to the public other than as a result of, directly or indirectly, any violation of this Agreement by the Receiving Party or any of its Representatives; or
- b. At the time of disclosure is, or thereafter becomes, available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited or restricted from disclosing such Confidential Information to the Receiving Party by an agreement with the Disclosing Party; or

- c. Was known by or in the possession of the Receiving Party or its Representatives, as established by documentary evidence, prior to being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement; or
 - d. Was or is independently developed by the Receiving Party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.
4. Confidentiality. The parties acknowledge that each party considers the Confidential Information it discloses to be proprietary and confidential. The Receiving Party agrees that it shall (a) keep Confidential Information strictly confidential, (b) use Confidential Information solely in connection with the Purpose, (c) not use Confidential Information in any manner to the Disclosing Party's detriment, including, but not limited to, reverse engineering, disassembling, decompiling or designing around the Disclosing Party's proprietary services, products and/or confidential intellectual property and (d) not disclose the Confidential Information, without the prior written consent of the Disclosing Party, directly or indirectly, in any manner whatsoever, in whole or in part to any person or entity, except the Receiving Party may disclose Confidential Information to its Representatives in accordance with Section 5 hereof. In addition, neither party will disclose to any person or entity any of the terms, conditions or other facts of the Purpose, including the status thereof, except either party may disclose such information to its Representatives in accordance with Section 5 hereof or as may be required by law, rule or regulation in accordance with Section 6 hereof. The term "person" shall be broadly interpreted to include, but not be limited to, any corporation, limited liability company, general or limited partnership, business trust, unincorporated associated or other entity or individual.
5. Disclosures to Representatives. The Receiving Party may disclose Confidential Information or portions thereof to those of its Representatives who need to know such Confidential Information in connection with the Receiving Party's evaluation of the Purpose; provided, however, that the Receiving Party shall have informed such Representative of the confidential nature of the Confidential Information and such Representative shall have become subject to the confidentiality duties and obligations of the Receiving Party under this Agreement. The Receiving Party agrees to monitor the activities of all such Representatives who receive or otherwise gain access to the Confidential Information for the purpose of ensuring compliance with this Agreement.

The Receiving Party agrees to be responsible for any breach of this Agreement by its Representatives.

6. Disclosures Required by Law. Notwithstanding any provision in this Agreement to the contrary, the Receiving Party may disclose the Confidential Information or portions thereof to the extent required to comply with applicable Federal, state, or local law or regulation, an order issued by a court or governmental agency of competent jurisdiction; provided, however, that, prior to disclosing any Confidential Information pursuant to such law or regulation, or order of such court or governmental agency, the Receiving Party shall give the Disclosing Party prompt notice so that the Disclosing Party may seek, in its sole discretion, a protective order or other appropriate remedy. If, in the absence of a protective order (or other protective remedy), the Receiving Party is nonetheless compelled to disclose Confidential Information, the Receiving Party may disclose such information without liability hereunder, provided that (i) the Receiving Party gives written notice to the Disclosing Party of the Confidential Information to be disclosed as far in advance of its disclosure as is practicable and, upon the Disclosing Party's request, the Receiving Party shall use best efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information; and (ii) only that portion of the Confidential Information which the Receiving Party is advised in writing by its counsel is legally required to be disclosed will be disclosed.
7. Ownership of Confidential Information. The Disclosing Party hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the Receiving Party or any of its Representatives.
8. No Warranties or Representations as to Confidential Information. Neither the Disclosing Party nor any of its Representatives makes any express or implied representation or warranty as to the accuracy or completeness of its Confidential Information, and the Disclosing Party shall not have any liability to the Receiving Party or any of its Representatives relating to or arising from the Receiving Party or its Representatives use of any Confidential Information or for any errors therein or omissions therefrom.
9. Return of Information. Upon the Disclosing Party's request, which may be made at any

time, the Receiving Party will either promptly redeliver and return to the Disclosing Party or destroy (whichever is elected by the Disclosing Party) all copies of the Confidential Information and any other written, entered or recorded material, data or information containing or reflecting any information in the Confidential Information (whether presented, offered or prepared by the Disclosing Party, its Representatives or otherwise), and will not retain any copies, extracts, recordings, discs or other reproductions or recordings in whole or in part of such material or information. If the Disclosing Party has requested that the Receiving Party destroy all copies of the Confidential Information pursuant to this Section 9, such destruction shall be contemporaneously certified in writing to the Disclosing Party by an authorized officer of the Receiving Party supervising such destruction.

10. Hiring, Soliciting of Employees - Each party agrees that, for a period of two (2) years beginning on the date of this Agreement, neither they nor any of their Representatives, will, without the prior written consent of the other party, hire, solicit to hire or seek to cause to leave the employ of the other party any employee of the other party, or any affiliate of it, including but not limited to, any executive or manager of the other party. Notwithstanding the foregoing a party shall not be prohibited from hiring an employee of the other party resulting solely from; advertising of open positions, participating in job fairs or the like, or other forms of soliciting candidates for employment which are general in nature or not specifically and solely aimed at a given employee of the other party, unsolicited inquiries about employment opportunities from headhunters or other agents acting for unidentified principals, unsolicited inquiries about employment opportunities from any employee, or employees of either party terminated as a result of general reduction or workforce.

11. Term.

- a. This Agreement shall come into effect on the execution date first written herein, and shall expire after one year.
- b. Notwithstanding Section 11 (a) above, Section 4 hereof shall remain in effect for three (3) years after the termination or expiration of this Agreement, and Sections 9, 11(b) and Section 14 shall survive in perpetuity.

12. Need for Definitive Agreement. Each of the parties agrees that, unless and until a definitive written agreement between the parties with respect to the Purpose has been executed and delivered, neither party will be under any obligation of any kind whatsoever with respect thereto by virtue of this or any written or oral expression

concerning such a transaction, except, in the case of this Agreement, for the matters specifically agreed to herein.

13. Equitable Relief. Each party acknowledges and agrees that, in the event of any breach or threatened breach of any provision of this Agreement by the Receiving Party, or any of its Representatives, money damages will not suffice and the Disclosing Party will be without an adequate remedy at law and, accordingly, shall be entitled to enforce such provisions by seeking temporary or permanent injunctive or mandatory relief obtained in an action or proceeding instituted in any court of competent jurisdiction without the necessity of proving damages or posting any bond or other security and without prejudice to any other rights or remedies which it may have at law or in equity.

14. Governing Law; Consent to Arbitration and Jurisdiction.

- a. This Agreement shall be construed and interpreted in accordance with, and governed by, the law of the State of New York without regard for its conflict of laws rules.
- b. Any and all claims arising out of, relating to, or in connection with this Agreement, including, without limitation, issues relating to the arbitrability of any such dispute, shall be submitted to and settled by expedited binding arbitration in the State of New York pursuant to the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) using one arbitrator. Initially the parties shall jointly pay the AAA costs; provided, however, the non-prevailing party shall pay the prevailing party all of its costs, expenses and reasonable attorney's fees incurred therein and such costs shall be included in part of any judgment entered in any such action. The State of New York shall be the exclusive venue for such a dispute, including but not limited to, all pre-trial motions and party depositions. The State and Federal courts situated in New York shall have exclusive jurisdiction to hear all post-arbitration issues, including all motions to confirm or reject an award, with each party hereby irrevocably consenting to the exclusive jurisdiction thereof. The arbitration award and/or judgment shall be given full faith and credit in any jurisdiction in the world.

15. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, arrangements and understandings relating thereto.

16. Amendments; Waivers. This Agreement may be amended only by a written instrument executed by each party or, in the case of a waiver, by the Disclosing Party. The failure of the Disclosing Party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision or any other provision. No waiver by the Disclosing Party of the breach of any term contained herein, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach or the breach of any other term of this Agreement.

17. Notices. Any notice, request, demand, statement, authorization, approval or consent required or permitted to be made hereunder shall be in writing and shall be either (a) hand delivered, (b) sent by Federal Express, or other reputable courier service, or (c) emailed, and shall be deemed given when received at the following addresses:

If to BluBØX Security Inc., at:
BluBØX Security Inc.
9 Bartlet Street, Suite 334
Andover, MA 01803

With a copy to:
Patrick deCavaignac
Email: patdecav@blub0x.com

If to the Other Party, at:

The address shown on the first page of this Agreement.

or at such other address as any party may specify by notice given to the other party in accordance with this Section.

18. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

19. Severability. If any provision, or part thereof, of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and not in any way affect or render invalid or unenforceable any other provisions of this Agreement, and this Agreement shall be carried out as if such invalid or unenforceable provision, or part thereof, had been reformed, and any court of competent jurisdiction or arbiters, as the case may be, are authorized to so reform

such invalid or unenforceable provision, or part thereof, so that it would be valid, legal and enforceable to the fullest extent permitted by applicable law.

20. Counterparts; Facsimile and Email Signatures. This Agreement may be executed in separate counterparts, each of which counterparts shall be deemed an original and all of which counterparts shall together constitute one and the same agreement. Facsimile, PDF and email signatures shall be deemed to be original signatures.

21. Representation by Counsel; Interpretation. The parties acknowledge that they have been represented by counsel, or afforded the opportunity to be represented by counsel, in connection with this Agreement. Accordingly, any rule or law or any legal decision that would require the interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived by the parties. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OTHER PARTY:

BLUBØX SECURITY INC.



Patrick deCavaignac
Sr. Vice President and COO

Organization

Signature

Name

Title