

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement is between ADP, LLC, (“ADP”), and Partner (the “Partner”) and is effective when accepted online by Partner (the “Effective Date”). This Agreement is made to set forth the basis under which ADP and Partner will furnish and/or disclose to each other certain financial, business, technical and other information in connection with Partner’s submission of its Application for evaluation by ADP for the potential sale of, promotion of, access to and/or marketing of, such Application in the ADP Marketplace to current or prospective customers or clients of ADP (the “Prospects”) through the ADP Marketplace (the “Evaluation”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ADP and the Partner agree as follows:

Section 1. Definitions. For purposes of this Agreement, the following terms will have the meanings specified below:

“Affiliate” means, with respect to party, any individual, Partner, corporation, partnership or other entity, directly or indirectly, controlling, controlled by, or under common control with, such party.

“Confidential Information” means all financial, business and other information, in whatever form or medium (whether written, oral or electronic), including, without limitation, any trade secrets, processes, financial data, technical data and documentation, strategic planning, product/service specifications, prototypes, computer programs, drawings, models, customer information and marketing data that is furnished or disclosed by a Disclosing Party to the Receiving Party solely in connection with the Evaluation, except that such term will not include (i) information already known by the Receiving Party without an obligation of confidentiality, (ii) information that is or becomes publicly known other than through a breach by the Receiving Party of any of its obligations under this Agreement, (iii) information received by the Receiving Party from a third party who is not known by the Receiving Party to be under an obligation of confidence to the Disclosing Party, (iv) information independently developed by the Receiving Party without reliance upon the Confidential Information of the Disclosing Party and (v) information that the Disclosing Party has disclosed to other parties without similar obligations of confidentiality.

“Disclosing Party” means the party hereto (or Affiliate of the party hereto) that furnishes Confidential Information to the other party, or Affiliate of the other party, hereto.

“Receiving Party” means the party hereto (or Affiliate of the party hereto) that receives Confidential Information from the other party, or Affiliate of the other party, hereto.

“Representative” means the directors, officers, employees, investment bankers, rating agencies, consultants, counsel, and other representatives of ADP or the Partner, as applicable.

Section 2. Use and Ownership of Confidential Information. The Receiving Party agrees that the Confidential Information shall be used solely for the purpose of Partner’s submission of its Application for evaluation by ADP for the potential sale of, promotion of, access to and/or marketing of, such Application in the ADP Marketplace to Prospects through the ADP Marketplace, and for no other purpose. The Receiving Party agrees that the Confidential Information of the Disclosing Party is and will remain the property and asset of the Disclosing Party.

Section 3. Confidentiality Obligation. Except as required by law, the Receiving Party shall treat as confidential and will not use (other than for the purpose of evaluating the Partner Application as stated in Section 2 above), disclose or otherwise make available any Confidential Information of the Disclosing Party to any person other than Representatives of the Receiving Party who have a business need to know

for purposes of the Evaluation, and who have been advised by the Receiving Party of the terms and conditions of this Agreement. The Receiving Party will instruct its Representatives who have access to the Confidential Information to keep the same confidential by using the same care and discretion that the Receiving Party uses with respect to its own confidential property and trade secrets, which will be no less than reasonable care and discretion. The Receiving Party will be responsible for the compliance of its Representatives with the terms of this Agreement. If a Receiving Party is required by applicable law, regulation, court order or legal process to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt notice of such request or requirement and the Receiving Party will request that all Confidential Information so disclosed is treated confidentially (and any such disclosure by the Receiving Party will not violate the terms of this Agreement). The Disclosing Party shall reimburse the Receiving Party for all of its reasonable out-of-pocket expenses incurred in connection with its compliance with the terms of the immediately preceding sentence.

Section 4. Compliance by Affiliates. Each of ADP and the Partner will be responsible for compliance by its respective Affiliates with the terms of this Agreement.

Section 5. Limitation on Obligation; No warranties, etc. Except for the obligation of confidentiality and the restrictions on use imposed by this Agreement upon the Receiving Party, each party acknowledges that no obligation of any kind is assumed or implied against the other party by virtue of any meeting or any discussion regarding the Evaluation with respect to whatever information is exchanged. Further, this Agreement and any meetings or communications of the parties relating to the subject matter of this Agreement will not (i) constitute any offer, request, or contract among the parties to engage in any transaction, nor (ii) constitute any offer, request or contract involving a buyer-seller relationship, venture, teaming or partnership relationship among the parties. Each party hereto hereby acknowledges that the Disclosing Party makes no representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information disclosed by it.

Section 6. Reproduction and Return of Confidential Information. The Receiving Party will not reproduce the Confidential Information except as reasonably necessary for purposes of the Evaluation. If the Receiving Party reproduces all or any part of any Confidential Information, the Receiving Party will not remove or obscure any confidential or proprietary notices or legends, if any, that appear in the originals thereof. At the request of the Disclosing Party, the Receiving Party will either return to the Disclosing Party or destroy all Confidential Information and any reproductions thereof. The authorized officer of the Receiving Party that is responsible for such return or destruction shall deliver a written certification to the Disclosing Party of such return or destruction. The Receiving Party's obligations under Sections 2 and 3 will survive any return or destruction of Confidential Information.

Section 7. Notice of Unauthorized Use. The Receiving Party will notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Receiving Party, and will reasonably cooperate with the Disclosing Party to regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

Section 8. Competition; Independent Product Development Not Affected.

The parties hereto acknowledge that they may compete in certain lines of business. Nothing herein shall be construed to prevent the parties from continuing to so compete or from continuing to carry out their respective plans and objectives, provided that the parties comply with the terms of this Agreement. Further, the terms of this Agreement shall not be construed to limit either party's right to independently develop or acquire products, functionality or services of the same type as may be included within any Confidential Information or to enter into any business transaction with any other company which owns or has rights to any such similar products or services, as long as such right is exercised without the use of any other party's Confidential Information in violation of this Agreement.

In addition, each party agrees that any demonstration, description, or disclosure of its products, services, or methods to the other party, including but not limited to any functionality of its products, services, or methods (“Product Information”), is not, and will not be considered, Confidential Information hereunder (other than with respect to the non-disclosure obligations contained herein). Each party further agrees that any demonstration, description, or disclosure of Product Information to the other party will not form the basis for any action by the Company against ADP, or ADP against the Company, for breach of this Agreement ((other than with respect to the non-disclosure obligations contained herein), breach of contract, or misappropriation of trade secrets.

Section 9. No Implied License. Except as otherwise provided herein, nothing in this Agreement shall be deemed to constitute an implied license in favor of either party to any proprietary rights of the other party, including, without limitation, any patents, copyrights, trademarks or trade secret information. Each party agrees not to use any trade name, service mark, or trademark of the other party or refer to the other party in any promotional activity or material without first obtaining the prior written consent of such party.

Section 10. Attorney-Client Privilege. To the extent that any Confidential Information may include materials subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, each party agrees that both such parties have a commonality of interest with respect to such matters and it is each party’s desire, intention and mutual understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine and other applicable privilege. All Confidential Information that is entitled to protection under the attorney-client privilege, work product doctrine and other applicable privilege shall remain entitled to such protection under these privileges, this Agreement and under the joint defense doctrine.

Section 11. Notices. All notices, requests, consents, demands and other communications provided for by this Agreement will be in writing and shall be deemed sufficient if delivered in person or by express courier to the party to be notified. Any notice to ADP or the Partner will be delivered to the address specified under the respective signature lines below, or to such other address as the parties will advise the other in writing from time to time.

Section 12. Miscellaneous. This Agreement may not be changed, modified or amended except by a writing signed by each party to this Agreement. This Agreement may not be discharged except by performance in accordance with its terms. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by either party hereto without the prior written consent of the other party. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind and every nature, whether written or oral, between them. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts wholly made and performed in such state. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 13. Term. This Agreement shall remain in effect for three years from the Effective Date.

By checking “I Accept” Partner acknowledges that the individual accepting this Agreement is authorized to accept this Agreement on Partner’s behalf.