



Confidentiality / Non-Disclosure Agreement

This Agreement is effective as of _____ / _____ / _____ between National Payment Corporation (NatPay), a Florida company located at 3415 West Cypress Street, Tampa, Florida 33607, and (Company):

a corporation or business with its principal office located at:

Recital:

Both parties plan to discuss NatPay's product offerings and potentially discuss NatPay's respective business and technical information, processes, and product specifications. In the course of such discussions, the parties will be potentially exchanging proprietary information.

Agreement:

Company shall hold and maintain in confidence any information disclosed to them by NatPay and designated as proprietary or confidential. Confidential Information may include, without limitation, the existence and content of the negotiations and discussions regarding the contemplated business arrangement between the parties, pricing information, customer lists, service agreements, and all analyses, compilations, studies, and proposals.

Confidential Information does not include, however, information which (a) is or becomes generally available to the public other than as a result of a disclosure by Company, (b) was available to Company on a non-confidential basis prior to its disclosure by NatPay, or (c) becomes available to Company on a non-confidential basis from a person, other than NatPay, who is not otherwise bound by a confidentiality agreement with NatPay, or is not otherwise under an obligation to NatPay not to transmit the information to Company.

Company agrees on behalf of itself and its representative to (I) use the Confidential Information solely for performance of services on behalf of NatPay, and not to use the Confidential Information in any way detrimental to NatPay or any other purpose, (II) not disclose the Confidential Information to any person or party without prior written approval of NatPay, (III) limit the disclosure of the Confidential Information to its representatives whose duties and responsibilities require the need to know the Confidential Information and then only provided that there is a clear understanding on the part of such representatives of their obligation to maintain the confidentiality of the Confidential Information in accordance with the terms hereof.

All Confidential Information received by Company shall remain the sole and exclusive property of NatPay, and upon the request of NatPay, or termination of this agreement, shall be immediately returned to NatPay, along with all copies, summaries and reproductions not previously destroyed.



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Nothing in this Agreement shall be construed as granting or conveying any rights by license or otherwise, expressed or implied, for any invention, discovery, or improvement made, conceived or acquired with respect to the Confidential Information prior to or after the date of this Agreement.

All rights and obligations hereunder shall survive termination of this Agreement with respect to the Confidential Information disclosed for a period of two (2) years from the last disclosure of said Confidential Information. NatPay shall be entitled to equitable relief, including injunction and specific performance in the event of any breach of the non-disclosure provisions of this Agreement by Company. This Agreement represents the entire understanding between the parties signed below pertaining to the Confidential Information, and any prior agreements regarding said matters are hereby superseded.

In the event suit or action is instituted by either party against the other, the prevailing party's costs and reasonable attorney fees, including all such costs and fees in any appellate proceeding relating thereto, shall be determined by the court before which the matter is tried, heard, or decided.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

In witness hereof, the parties hereto have executed this Agreement by their duly authorized representatives intending to be bound thereby.

Company Name

Authorized Company Signature

Print Name

Date

Authorized NatPay Signature

Print Name

Date