



Confidentiality/Mutual Non-Disclosure Agreement

This **MUTUAL NONM DISCLOSURE AGREEMENT** (the "*Agreement*") is entered into as of the earliest date appearing below ("*Effective Date*") between Neon Workforce Technologies, Inc. ("**NEON**") dba **TaxBreak**, Smart Suite, Smart Health Insurance Solution (Speyer Meridian, LLC) and the entity executing this Agreement (hereinafter, individually, a "**Party**" and collectively, the "**Parties**"). The parties agree as follows:

1. **Statement of Purpose.** This Agreement is being executed in connection with discussions and other exchanges of information that representatives of the Parties have had or will have for the purpose of evaluating the possibility of entering into certain business transactions, specifically:

Smart Suite

Smart-Health Insurance Solution

2. **Term, Termination and Survival.** This Agreement shall remain in effect until terminated, but shall automatically terminate, if not extended by the Parties, one year from the Effective Date ("*Term*"). This Agreement shall survive execution of any other contract between the Parties unless otherwise expressly agreed. In addition, the Parties' confidentiality obligations hereunder shall survive for five years following the expiration or termination of this Agreement, provided, however, that the confidentiality obligations with respect to "Confidential Information" (as defined below) that constitutes a trade secret shall continue for as long as such information constitutes a trade secret under applicable law.

3. **Publicity.** Except as may be required by law, neither Party shall disclose, publicize or advertise in any manner the discussions and/or negotiations giving rise to this Agreement without the prior written consent of the other Party, including consent as to the timing and content of such disclosure.

4. **Confidential Information.** Each Party ("**Recipient**") understands and agrees that during the Term it may be furnished with or otherwise have access to information, whether disclosed in writing, orally or by other means, that the other Party ("**Discloser**") disclosed in strict confidence and considers to be confidential, including but not limited to Discloser's customer and vendor information; business, financial, and technical information, prices, costs, and personnel data; business plans, research, and existing and future product information; software programs, and their object code and source code; and designs, methods, techniques, drawings, trade secrets, processes, and know-how, whether tangible or intangible and whether or not stored, compiled or memorialized physically, electronically, graphically or in writing (the "**Confidential Information**"). Notwithstanding the foregoing, Confidential Information shall not include information which: (a) is or becomes part of the public domain through a source other than Recipient; (b) was rightfully known to the Recipient at the time of disclosure with no confidentiality obligations to a third party as evidence by credible documentation; (c) is independently developed by Recipient without breach of this Agreement or any other agreement between the Parties or otherwise referring to or recollecting Discloser's Confidential Information; (d) is subsequently learned from a third party not under a confidentiality obligation to Discloser; or (e) is authorized in writing by Discloser to be disclosed.

5. **No Obligation to Disclose.** Nothing in this Agreement shall be deemed to obligate either Party to disclose Confidential Information to or accept Confidential Information from the other Party.

6. **Use of Duty to Protect Confidential Information.** Recipient agrees to use the Confidential Information only for the purpose set forth in **Paragraph 1** hereof and to secure, protect, and maintain the confidentiality of the Confidential Information of Discloser, using at least as great a degree of care as it uses to maintain the confidentiality of its own information of a similar nature or importance, but in no event less than reasonable care. Recipient shall not reproduce Confidential Information except as necessary in furtherance of the purpose of this Agreement as set forth in **Paragraph 1**. Recipients shall maintain Discloser's Confidential Information in strict confidence and shall not use Discloser's Confidential Information except in accordance with the purpose(s) set forth in **Paragraph 1**. Recipients may only disclose or make available Discloser's Confidential Information to those directors, officers, employees, and/or attorneys of Recipient who have a specific need to know such information in furtherance of the purpose(s) set forth in **Paragraph 1** and who are informed by Recipient of their duty to comply with the Agreement. Recipient shall be liable to Discloser for any breach of this Agreement by persons to whom it has disclosed or made available Discloser's Confidential Information. Each Party agrees it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information of the other Party without prior written consent. Neither Party shall make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Confidential Information of the other Party.

7. Right To Notice. In the event that Recipient: (a) receives a request to release Confidential Information in accordance with applicable law, pursuant to a duly authorized subpoena, court order or government authority; or (b) wishes to disclose Confidential Information in order to permit Recipient to prosecute or defend any claim hereunder, Recipient shall provide Discloser with prompt written notice of (a) and/or (b) in order to permit Discloser to seek a protective order of other appropriate remedy protecting its Confidential Information from disclosure and Recipient shall limit the release of the Confidential Information to the greatest extent possible under the circumstances.

8. Ownership; No License. Confidential Information disclosed to Recipient hereunder is and shall remain the exclusive property of Discloser. No license or other right under any patent, trademark, copyright or other proprietary or intellectual property right is implied or granted under this Agreement.

9. Obligation to Destroy or Return Confidential Information. As soon as reasonably practicable upon receipt of a written request from Discloser (but in no event longer than five days from receipt of such request), Recipient must deliver to Discloser all tangible materials containing or embodying the Confidential Information or, at Recipient's option, certify that all such materials in Recipient's possession have been securely destroyed.

10. Warranties. Discloser warrants that it has the right to disclose all Confidential Information that it discloses to Recipient. Neither Party makes any other representation or warranty, whether express or implied, respecting Confidential Information or any other matter.

11. Indemnification. Each party will defend, indemnify and hold harmless the other party from all direct and third party claims resulting from breach of this Agreement, including but not limited to Discloser's breach of the warranty set forth in **Paragraph 10**.

12. Injunctive Relief. The Parties acknowledge and agree that if Recipient should breach or threaten to breach this Agreement, in addition to any other remedies it may have at law or in equity, Discloser will be entitled to a restraining order, injunction or other similar remedy in order to specifically enforce the provisions of this Agreement. Recipient specifically acknowledges that money damages alone would be an inadequate remedy for the injuries and damages that would be suffered or incurred by Discloser as a result of a breach of any of the provisions of this Agreement. In the event that Discloser should seek such relief, Recipient hereby waives any requirement for the submission of proof of the economic value of any Confidential Information or the posting of a bond or any other security. Recipient shall notify Discloser immediately upon discovery of any unauthorized use of disclosure of Confidential Information or any other breach of this Agreement by Recipient and will cooperate with Discloser in every reasonable way to help Discloser regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

13. No Liability. Subject to **Paragraphs 11** and **12** hereof, Discloser shall have no liability as a result of the use of or reliance on any Confidential Information by Recipient.

14. No Partnership; No Obligation. This Agreement does not create a partnership, joint venture or other legal or business relationship between the Parties; nor does it create or imply any obligation to enter into such a relationship. Any business or legal relationship between the Parties shall be governed by a separate agreement.

15. Waiver. No delay or omission in exercising any right hereunder will operate as a waiver of that or any other right. A waiver must be in writing. A waiver or consent given on one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

16. Choice of Law; Venue. This Agreement shall be governed by the laws of the State of Alabama, without regard to its conflict of law principles. Any action instituted by either Party arising out of this Agreement shall only be brought, tried and resolved in the state and federal courts located in the state and country in which the headquarters of the Party against which such action is brought are located.

17. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

18. Notices. All notices, requests and consents hereunder shall be in writing and deemed given on the date received as evidenced by proof of receipt, if delivered to the Parties' addresses set forth herein by (a) hand; (b) certified mail, return receipt requested; (c) fax, if confirmed by (b); or (d) overnight courier of national reputation.

19. Modification. This Agreement may be modified only by written amendment signed by both Parties.

20. Execution. This Agreement may be executed via facsimile and in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute a single instrument.

21. Successors and Assigns. Neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party; provided, however, that a merger or consolidation involving a Party, a sale of all or substantially all of a Party's assets, or a change of control of a Party shall not be deemed an assignment.

22. Integration. This Agreement constitutes the entire agreement between the Parties hereto concerning the subject matter hereof and supersedes any prior or contemporaneous agreements concerning the subject matter hereof.

23. Non-Solicitation. During the term of this Agreement and for a period of two years following the termination hereof, neither Party shall hire, retain, or solicit the employment or independent contractor services of any employee of the other Party, provided, however, that this provision shall not prohibit a Party from hiring an employee of the other Party who responded to a general solicitation for employment to fill a position at such Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date and agree to be legally bound by all terms and conditions contained herein.

[NAME OF ENTITY] _____

Neon Workforce Technologies, Inc. dba TaxBreak

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: 2010 Club Drive, Suite 100

Gadsden, AL 35901
