

NON-DISCLOSURE AGREEMENT

The "Receiving Party" or "Lender") understands that the other party (the "Disclosing Party" or "Borrower") has disclosed or may choose to disclose information relating to (i) personal information, and, or tax information and/or, financial information, and/or in conjunction with (ii) the Disclosing Party's business (including, without limitation, computer programs, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not) schematics and other technical, business, financial, customer and product development plans, forecasts, strategies and information,), which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party.

Notwithstanding the foregoing, all information provided as immediately above described will be considered "Proprietary Information" of the Disclosing Party, or "The Owner" unless either (1) it is first disclosed in tangible form; or (2) it is first disclosed in non-tangible form and orally identified as not being confidential at the time of disclosure and is summarized in tangible form within 30 days of the original disclosure; or (3) it was previously released to the Receiving Party prior to the Receiving Party having accessed BeVerified.com.

In consideration of the parties' discussions and any access the Receiving Party may have to Proprietary Information of the Disclosing Party, the Receiving Party hereby agrees as follows:

1. Use of Proprietary Information. The Receiving Party agrees:
 - a. to hold the Disclosing Party's Proprietary Information in confidence and to take reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials);
 - b. to not divulge any such Proprietary Information or any information derived therefrom to any third person;
 - c. to not to make any use whatsoever at any time of such Proprietary Information except for personal reasons; and,
 - d. to not to copy or reverse engineer any such Proprietary Information (or allow the same to be copied or reverse engineered).

Any person given access to any such Proprietary Information must, at that time, have a valid subscriber agreement with BeVerified, and shall be similarly bound in writing. Without granting any right or license, the Disclosing Party agrees that the foregoing clauses (a), (b), (c) and (d) shall not apply to any information that the Receiving Party can document (1) is (or through no improper action or inaction by the Receiving Party generally available to the public, or (2) was in its possession or known by it prior to receipt from the Disclosing Party, or (3) was rightfully disclosed to it by a third party without restriction, provided the Receiving Party complies with any restrictions imposed by the third party, or (4) was independently developed without use of any Proprietary Information of the Disclosing Party by the Receiving Party who have had prior access to such information. The Receiving Party may make disclosures required by court order, provided the

Receiving Party uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding.

2. Disclosure. Except to the extent expressly required by law, neither party shall disclose the existence or subject matter of any information found within the BeVerified website.

3. Miscellaneous. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may cause the Disclosing party irreparable harm, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law, including, without limitation, attorneys' fees, in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any such Proprietary Information. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be governed by the law of the State of Georgia without regard to the conflicts of law provisions thereof. This Agreement supersedes all prior discussions and writing and constitutes the entire agreement between the parties with respect to the subject matter hereof. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver. This Agreement shall be construed as to its fair meaning and not strictly for or against either party.

In witness whereof, the parties have executed this Agreement as of their respective time of registration, and or by utilizing the BeVerified website.