

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the “Agreement”) is made as of _____ by and between Payroll World, Inc. (DBA: Pay-Net) (the “Company”), and _____ (“Recipient”).

1. **Purpose.** Recipient is requesting certain reports, data, or information from the company in reference and regards to Regulatory Compliance and Cyber Security policies, procedures, practices, and/or their direct work-products. The Company is willing to share the (“Confidential Information”) with Recipient subject to the terms of this Nondisclosure Agreement.

2. **Definitions.** The term “Confidential Information” shall mean all audit or security reports covering Pay-Net’s operations. It includes any report prepared by an independent auditor of its examination of Pay-Net in accordance with the American Institute of Certified Public Accountants’.

3. **Confidentiality and Nondisclosure.** Recipient agrees not to use any Confidential Information disclosed to it by the Company for any purpose. Recipient shall not disclose or permit the disclosure of any Confidential Information of the Company to any third parties, except third party auditors, to which this agreement shall also apply. Recipient shall remain liable to the Company for any non-permitted uses or disclosures by third parties and employees to whom it discloses the Confidential Information. Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or misuse of Confidential Information of the company to prevent it from falling into the public domain or the possession of person other than those persons authorized under this Agreement to access any such information.

4. **No Duplication.** Recipient agrees, except as otherwise expressly authorized by the Company, not to make any copies or duplicates of any Confidential Information.

5. **No Rights Granted.** Nothing in this Agreement shall be construed as granting any rights under any patent, copyright, or other intellectual property right of the Company, nor shall this Agreement grant Recipient any right in or to the Company’s confidential Information. Recipient understands that nothing in this Agreement requires the disclosure of any Confidential Information, which shall be disclosed, it at all, solely at the Company’s option. The company retains all pre-existing intellectual property rights in the Confidential Information, including any trademarks, service marks, or copyrights. For the avoidance of doubt, the Company retains full ownership in and all rights to its remote monitoring and management software solutions and related services and technology.

6. **Term.** This Agreement may be terminated by either party at any time upon thirty (30) days written notice to the other party. The commitments of each party in the Agreement shall survive any termination of the Agreement and shall continue for a period of five (5) years thereafter.

7. **Severability.** If one or more provisions of the Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith.

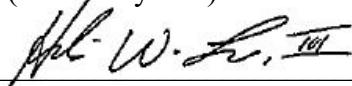
8. **Remedies; Indemnification.** The Company and Recipient each agree that the obligations of

Recipient set forth in this Agreement are necessary and reasonable in order to protect the Company and its business.

The parties have executed this Nondisclosure Agreement as of the date first above written.

THE COMPANY:

Payroll World, Inc. (DBA: Pay-Net)

By: 

Name: Hollis W. Lee III

Title: President

THE RECIPIENT:

Company Name: _____

By: _____

Name: _____

Title: _____