

**LIVESAFE, INC.**

**MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”) is entered into as of \_\_\_\_\_, 2019 by and between \_\_\_\_\_, a \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (“Company”), and LiveSafe Inc., a Delaware corporation, with its principal place of business at 1400 Key Boulevard, Suite 100, Arlington, Virginia 22209 (“LiveSafe”), in order to facilitate a potential business relationship between the parties.

1. For the purposes of this Agreement, the term “Confidential Information” shall mean information disclosed by one party (“Discloser”) to the other party (“Recipient”) that relates to the business of Discloser, is not generally available to others, and with respect to which Discloser has taken reasonable steps to prevent unrestricted disclosure, whether or not such information is reduced to writing or other tangible medium of expression. Confidential Information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, procedures, strategic information, proposals, requests for proposals, materials and manuals, specifications, drawings, prices of products and services, costs, customer information, potential customers, proposed products, business systems, software programs, techniques and services.

Confidential Information shall not include any information which: (i) is or becomes generally available to the public other than as a result of a disclosure directly or indirectly by Recipient or its Representatives (as such term is hereinafter defined); (ii) was within the possession of Recipient prior to it being furnished by or on behalf of Discloser pursuant hereto, provided that the source of such information was not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to, Discloser or any other party with respect to such information; (iii) becomes available to Recipient on a non-confidential basis from a source other than Discloser or any of its Representatives, provided that such source is not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, Discloser or any other party with respect to such information; or (iv) is developed by Recipient independently and without the use of the confidential information received under this Agreement.. For purposes of this Agreement, the term “Representatives” shall mean the directors, officers, employees, members, partners, stockholders, agents and/or advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) of the respective party.

2. Recipient and its Representatives will use the Confidential Information solely for the purpose of evaluating a potential business relationship with Discloser and will keep the Confidential Information confidential. Recipient and its Representatives shall not disclose any of the Confidential Information in any manner whatsoever; provided, however, that (i) Recipient may make any disclosure of Confidential Information to which Discloser gives its prior written consent, and (ii) any Confidential Information may be disclosed to Representatives of Recipient who (a) need to know such Confidential Information for the sole purpose of evaluating a potential business relationship with Discloser and (b) agree to keep such Confidential Information confidential. Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and

shall, at its sole cost and expense, take all reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information.

3. If Recipient is required to provide Confidential Information to any court, arbitration panel or government agency pursuant to a written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Confidential Information disclosed in response to a written court order, subpoena, regulation or administrative process.

4. In the event that Recipient elects not to proceed with a business relationship with Discloser, Recipient shall promptly inform Discloser of that decision. In that case, or at any time upon the request of Discloser for any reason, Recipient shall promptly (and in no event later than five (5) business days after such request) deliver to Discloser or destroy all Confidential Information (and all copies thereof) furnished by or on behalf of Discloser pursuant hereto and shall not retain any copies, extracts or other reproductions in whole or in part of such Confidential Information. In the event of such a decision or request, Recipient shall destroy all Confidential Information prepared by Recipient or its Representatives as a result of or in connection with Confidential Information of Discloser obtained pursuant hereto and no copy thereof (including that stored in any computer or similar device) shall be retained. Notwithstanding the return or destruction of the Confidential Information, Recipient and its Representatives shall continue to be bound by the obligations of confidentiality and other obligations hereunder.

5. It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by a Recipient of this Agreement and that any such breach by Recipient will cause Discloser great and irreparable injury and damage. Accordingly, Recipient agrees that Discloser shall be entitled, without waiving any additional rights or remedies otherwise available to Discloser at law or in equity or by statute, to seek injunctive and other equitable relief in the event of a breach or intended or threatened breach by Recipient or any of its Representatives of any of said covenants.

6. This Agreement embodies the entire understanding and agreement between Company and LiveSafe with respect to the protection and use of Confidential Information furnished hereunder, and supersedes any and all prior agreements and understanding relating thereto. No rights or obligations, including third party rights, other than those expressly recited herein are to be implied from the terms hereof. No change, modification, alteration or addition to any provision of this Agreement shall be binding unless contained in a writing signed by an authorized representative of the party to be bound thereby.

7. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF VIRGINIA WITHOUT REGARD TO ITS RULES OF CONFLICT OF LAWS. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE SOLE AND EXCLUSIVE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF VIRGINIA, COUNTY OF ARLINGTON AND OF THE UNITED STATES OF AMERICA WITH JURISDICTION OVER ARLINGTON COUNTY, VIRGINIA FOR ANY LITIGATION ARISING

**OUT OF OR RELATING TO THIS AGREEMENT.**

8. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability.

9. No waiver by Discloser of any breach by Recipient or any of its Representatives of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

10. This Agreement shall not be assigned by either party without the prior written consent of the other party hereto, and any purported assignment without such consent shall be void, except that LiveSafe may assign this Agreement, without the prior written consent of Company, to a corporation or other business entity succeeding to all or substantially all of its assets and business by merger or purchase. This Agreement shall be binding upon, and inure to the benefit of, Company's and LiveSafe's respective successors and permitted assigns.

11. This Agreement expires two (2) years from the later of (i) the date of this Agreement or (ii) the date of disclosure of the Confidential Information.

12. This Agreement may be executed in one or more counterparts, by facsimile or otherwise, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mutual Confidentiality and Non-Disclosure Agreement as of the date first written above.

**LIVESAFE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_