



MWorX Capital Online Non-Disclosure Agreement (“NDA”)

This Non-Disclosure Agreement (“Agreement”) is made and entered into this date on _____

From The MWorX Capital Website and governs the disclosure of information by and between MWorX Holdings Group, LLC. (the “Company” and ‘Disclosing Party’), located at 7460 Warren Parkway, Frisco, Texas 75034 and Legal First Name, Legal Last Name, Valid e-mail Address and Telephone Number (the ‘Recipient’ or ‘Receiving Party’), located at Street, City, State & Zip Code.

The Parties hereby agree as follows:

Throughout the duration of this Agreement, the Disclosing Party may deem it necessary to disclose or share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained within this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties hereto agree as follows:

1. For purposes of this Agreement, ‘Confidential Information’ shall mean any and all non-public information regardless of form, including, without limitation, technical, developmental, marketing, sales, operating, performance, cost, know-how, business plans, business methods, process information, database information, software licenses, applications, written code, logs, and graphical art disclosed to the Recipient. For convenience, the Disclosing Party

may, but is not required to, mark written Confidential Information with the legend 'Confidential' or an equivalent designation. For oral disclosures to constitute "Confidential Information," such disclosures must be identified at the time as confidential or proprietary and the disclosing party must provide a written summary of the Confidential Information within thirty (30) days following initial disclosure.

2. All Confidential Information disclosed to the Recipient will be used solely for the Business Purpose and for no other purpose whatsoever. The Recipient agrees to keep the Disclosing Party's Confidential Information confidential and to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care. Recipient may disclose Confidential Information only to its employees, agents, consultants and contractors on a need-to-know basis, and only if such employees, agents, consultants and contractors have executed appropriate written agreements with Recipient sufficient to enable Recipient to enforce all the provisions of this Agreement. Recipient himself also only agrees to access confidential information on a need to access basis, limited to emergencies or serious problem resolution.

Recipient shall not make any copies of Disclosing Party's Confidential Information except as needed for the Business Purpose. At the request of Disclosing Party, Recipient shall return to Disclosing Party all Confidential Information of Disclosing Party (including any copies thereof) or certify the destruction thereof. Each party shall notify the other upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other party.

3. All right title and interest in and to the Confidential Information shall remain with Disclosing Party or its licensors. Nothing in this Agreement is intended to grant any rights to Recipient under any patents, copyrights, trademarks, or trade secrets of Disclosing Party. ALL CONFIDENTIAL INFORMATION IS PROVIDED 'AS IS'. THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING

NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ITS ACCURACY,
COMPLETENESS OR PERFORMANCE.

4. The obligations and limitations set forth herein regarding Confidential Information shall not apply to information which is: (a) at any time in the public domain, other than by a breach on the part of the Recipient; or (b) at any time rightfully received from a third party which had the right to and transmits it to the Recipient without any obligation of confidentiality.

5. In the event that the Recipient shall breach this Agreement, or in the event that a breach appears to be imminent, the Disclosing Party shall be entitled to all legal and equitable remedies afforded it by law, and in addition may recover all reasonable costs and attorneys' fees incurred in seeking such remedies. If the Confidential Information is sought by any third party, including by way of subpoena or other court process, the Recipient shall inform the Disclosing Party of the request in sufficient time to permit the Disclosing Party to object to and, if necessary, seek court intervention to prevent the disclosure.

6. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of Texas. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective Parties. This Agreement shall control in the event of a conflict with any other agreement between the Parties with respect to the subject matter hereof.

7. Non-Disclosure of Existence of Negotiations. Without the prior written consent of the Disclosing Party, or except as may be required by applicable law or regulation, the Recipient nor any person acting on behalf of the Recipient shall disclose to any third party that discussions or negotiations are taking place between the Parties concerning the Potential Transaction, including the status of such discussions or negotiations. This is a material provision to this Agreement and the Disclosing Party would not have disclosed any Confidential Information but for this provision.

8. Non-Disclosure of Identity. Without the prior written consent of the Disclosing Party, or except as may be required by applicable law or regulation, the Recipient nor any person acting on behalf of the Recipient shall disclose to any third party the identities of the persons directly involved with the business of the Disclosing Party. This is a material provision to this Agreement and the Disclosing Party would not have disclosed any Confidential Information but for this provision.

9. Non-Circumvention. During the term of this Agreement, the Recipient agrees not to pursue or engage in any transaction involving the Potential Transaction, or contact directly or indirectly any party-in-interest relating to the Disclosing Party's business or pursue any introduction of any party of interest without the Disclosing Party's prior written consent. The Recipient agrees that all communications regarding the Potential Transaction, requests for additional information, and discussions or questions regarding procedures will be submitted or directed to the Disclosing Party and not directly with any other party. The Recipient covenants not to use the Confidential Information to the detriment of the Disclosing Party and to use it only in connection with its evaluation of the Potential Transaction. The Disclosing Party shall be present in the engagement of any transaction involving the Potential Transaction with introduced parties-in-interest by the Recipient.

10. Intellectual Property. Nothing contained in this Agreement will be construed as granting or conferring any intellectual property, patent, copyright, trademark, trade secret, or any other proprietary rights by license or otherwise, whether expressly written or implied herein or otherwise, for any trademark, trade name, logo, logotype, invention, discovery, or improvement made, conceived, or acquired prior to or after the date of this Agreement. All such rights shall be, become, and remain the sole property of the Disclosing Party.

11. Media. The Recipient shall not issue or permit any media release or public comment regarding the discussions, the Potential Transaction, this Agreement, or the Confidential Information without the prior written consent of the Disclosing Party.

12. Definitive Agreement. Unless and until a definitive written agreement between the Recipient and the Disclosing Party with respect to the Potential Transaction has been executed and delivered, neither the Recipient nor the Disclosing Party will be under any legal obligation of any kind whatsoever with respect to the Potential Transaction by virtue of this or any other written or oral expression by either of them or their Representatives except, in the case of this Agreement, for the matters specifically agreed to herein.

13. Indemnity. The Recipient hereby agrees to indemnify, defend, and hold the Disclosing Party harmless from and against any and all suits, liabilities, causes of action, claims, losses, damages, or expenses of any kind (including reasonable attorneys' fees and expenses) incurred or suffered by the Disclosing Party arising from or in connection with a breach of this Agreement, including without limitation unauthorized use or disclosure of the Confidential Information in violation of this Agreement, and negligent or intentional acts or omissions in the performance of this Agreement by the Recipient or the Recipient's Representatives or persons to whom such persons reveal Confidential Information.

14. WAIVER OF JURY TRIAL. EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSS-CLAIMS, COUNTER-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR BETWEEN THE PARTIES TO THIS AGREEMENT, THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS, OR ASSIGNS AND IRRESPECTIVE OF WHETHER SUCH LITIGATION ARISES OUT OF THIS AGREEMENT, BY STATUTE, OR AS A MATTER OF TORT LAW AND THE PARTIES HERETO EXPRESSLY CONSENT TO A NON-JURY TRIAL IN THE EVENT OF ANY OF THE FOREGOING.

15. Entire Agreement, Amendment. This Agreement (i) represents the entire understanding and agreement of the parties hereto with respect to the matters contained herein, and (ii) may be amended, modified, or waived only by a separate writing executed by the Recipient and the Disclosing Party expressly so amending, modifying, or waiving this Agreement.

16. No Waiver. No failure or delay by the Disclosing Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

17. Survival. The confidentiality requirements, covenants, agreements, and indemnity obligations of this Agreement will survive any termination of this Agreement.

18. Severability. If any provision of this Agreement is found to violate any statute, regulation, rule, order, or decree of any governmental authority, court, agency, or exchange, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this Agreement, and such invalid provision shall be deemed deleted from this Agreement to the minimum extent necessary to cure such violation.

19. Affiliates. All provisions hereof are binding upon and shall inure to the benefit of the respective parties and their successors and assigns. In addition, both the Recipient and the Disclosing Party expressly acknowledge and agree that this Agreement shall be binding upon each of their subsidiaries or other related and/or affiliated entities, which either the Recipient or the Disclosing Party may now or hereafter own or have any interest in.

20. Assignment. The Recipient may not assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the Disclosing Party. No permitted assignment shall relieve the Recipient of the obligations hereunder. Assignment includes assignment, encumbrance, or transfer of any kind of all or any rights or obligations arising hereunder or pursuant hereto. Any assignment in violation of this Agreement shall be deemed null and void.

21. Authority. The Recipient hereby represents, warrants, and certifies to Disclosing Party that it has authority to enter into this Agreement.

22. Term. This Agreement shall terminate and be of no further force or effect three (3) years from and after the date hereof.

23. Captions. The captions contained in this Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

By:

By:

Client Name: (Recipient Party)

MWorX Holdings Group, LLC. (Disclosing Party)

Legal Acknowledgement

Your completion of the electronic MWorX Capital NDA process serves as your electronic signature and that you have thoroughly read the MWorX Capital Non-Disclosure Agreement and understand that you will comply and abide by all the terms of the agreement. I further attest that by submitting this form electronically via clicking on the ‘SUBMIT ELECTRONICALLY SIGNED NDA FORM’ button below, that will serve as my Legal Acknowledgement that I am electronically signing this agreement. I agree that my electronic signature is considered the same as my legally binding wet signature.

Your electronic signature also serves as acknowledgement, that you are fully aware and understand that you will not divulge any information regarding any MWorX Capital products, services, strategic partners and or affiliates or any other proprietary information in regards to the operational structures, models and guidelines pertaining to MWorX Capital exclusively with anyone.

Submitting this form implies that you have legally entered into the terms of the MWorX Capital NDA Agreement and understand it’s legally binding.