



Mutual Confidentiality and NonCompete Agreement

This Confidentiality Agreement ("Agreement") is made by and between each of the undersigned parties ("Receiving Party" and "Disclosing Party").

1. Confidential Information. Disclosing Party proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Receiving Party. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Receiving Party by Disclosing Party. Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require Disclosing Party to disclose any of its information.

2. Receiving Party's Obligations. **A).** Receiving Party agrees that the Confidential Information is to be considered confidential and proprietary to Disclosing Party and Receiving Party shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Disclosing Party, and shall disclose it only to its officers, directors, or employees with a specific need to know. Receiving Party will not disclose, publish or otherwise reveal any of the Confidential Information received from Disclosing Party to any other party whatsoever except with the specific prior written authorization of Disclosing Party. **B).** Confidential Information furnished in tangible form shall not be duplicated by Receiving Party except for purposes of this Agreement. Upon the request of Disclosing Party, Receiving Party shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, immediately upon such request. At Receiving Party's option, any documents or other media developed by the Receiving Party containing Confidential Information may be destroyed by Receiving Party. Receiving Party shall provide a written certificate to Disclosing Party regarding destruction within ten (10) days thereafter.

3. Term. The obligations of Receiving Party herein shall be effective from the date Disclosing Party last discloses any Confidential Information to Receiving Party pursuant to this Agreement and shall continue with respect to Confidential Information that constitutes trade secrets of Disclosing Party as long as such information remains a trade secret under applicable law and, with respect to all other Confidential Information, for a period of five (5) years from the date of last disclosure. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Receiving Party, nor by the rejection of any agreement between Disclosing Party and Receiving Party, by a trustee of Receiving Party in bankruptcy, or by the Receiving Party as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. Other Information. Receiving Party shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Receiving Party; is rightfully received by Receiving Party without obligations of confidentiality; or is developed by Receiving Party without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to Disclosing Party along with the asserted grounds for disclosure.

5. No License. Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced

products. Receiving Party agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

6. **No Publicity.** Receiving Party agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Disclosing Party.

7. **NonCompete.** DigitalBins.com's Inventory Management System (DB-IMS) is sophisticated, state-of-the-art software. DB-IMS measures inventory levels using weight sensors. It uses brilliant LEDs to convey inventory levels and customizable messages to anyone viewing a DigitalBin. Upon downloading DB-IMS software and or receiving DigitalBins hardware, undersigned agrees for a period of 10 years not to develop or participate in the development of any product that mimics some or all DigitalBins.com functionality, without the written permission of DigitalBins.com. Undersigned agrees that a violation of this NonCompete goes to the essence of DigitalBins.com's business and may cast DigitalBins.com in an extreme competitive disadvantage.

8. **Governing Law and Equitable Relief.** This Agreement shall be governed and construed in accordance with the laws of the United States and of the State of the complainant and Receiving Party consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Receiving Party agrees that in the event of any breach or threatened breach by Receiving Party, Disclosing Party may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Disclosing Party against any such breach or threatened breach.

9. **Final Agreement.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

10. **No Assignment.** Receiving Party may not assign this Agreement or any interest herein without Disclosing Party's express prior written consent.

11. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

12. **Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

13. **No Implied Waiver.** Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

14. **Headings.** Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

DigitalBins.com
59 East Mill Road
Unit 1-103
Long Valley, NJ 07853

By: Bruce Bender

Signature: _____

Officer: Sales Director

Date: 09/25/2015

By: _____

Signature: _____

Officer: _____

Date: _____