

MUTUAL NONDISCLOSURE AGREEMENT

This **MUTUAL NONDISCLOSURE AGREEMENT** (this “**Agreement**”) is effective as of the date of the last signature below (“**Effective Date**”) and entered into between Bold Technologies Ltd., Perennial Software, LLC, Secure Global Solutions, LLC, collectively as “**Bold Group**”, and the other entity executing this Agreement in the signature block below and governs the disclosure and use of certain information by the parties.

The parties are entering into this Agreement in order to assure the confidentiality of all Information (as defined below) disclosed by and between one party (“**Discloser**”) to the other party (“**Recipient**”) in furtherance of the Purpose (defined below):

1. Scope. As used herein, “**Information**” means all information disclosed by Discloser to Recipient in connection with the parties’ discussions related to the Purpose. Information may be disclosed by Discloser in written or other tangible form (including in electronic form) or by oral, visual or other means. Information includes, without limitation, all information disclosed by Discloser (a) that, although not related to the Purpose, should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party, because of legends or other markings, the circumstances of disclosure or the nature of the information itself and (b) information of or relating to Discloser’s products, source code, object code, drawings, know-how, methods, formulas, designs, processes, products, integrations, ideas, discoveries, concepts, inventions and other technical, business and financial plans or data, processing information, pricing information, specifications, research and development information, customer lists, the identity of any customers or suppliers, forecasts and any other information relating to any work in process, future development, forecasts, manufacturing plans, marketing plans, strategies, web landing pages, keyword lists for paid search advertising, online media advertising and bidding strategies, financial matters, personnel matters, present or future products, investors or business operations of Discloser, as well as the existence and terms of this Agreement. Notwithstanding the above, the term “**Information**” shall not include any information which: (i) is or becomes generally available to the public other than as a result of a breach of this Agreement by Recipient; (ii) is obtained by Recipient or its Representatives (as defined below) from a source other than from Discloser which is not, to Recipient’s knowledge, prohibited from disclosing such information pursuant to an obligation to Discloser; (iii) is developed by or for Recipient or its Representatives independently and without reference to the Information; or (iv) was already known or otherwise in the possession of Recipient or its Representatives prior to disclosure by Discloser.

2. Purpose. Recipient may use the Information only for the purpose of entering into certain discussions to evaluate whether to enter into a business arrangement with Discloser (“**Purpose**”).

3. Obligations. Recipient will hold in strict confidence and not disclose to any third party the Information of Discloser. Recipient will use such Information for no purpose other than the Purpose. Notwithstanding the above, Recipient shall not be in violation of this Section 3 with regard to a disclosure to those of its Representatives who have a need to know the Information for the Purpose and who are informed of the confidential nature of the Information and agree to be bound by confidentiality terms at least as restrictive as those contained herein. As used herein, the term “**Representatives**” means Recipient’s affiliates, owners, officers, directors, employees, agents, consultants, and advisors acting for or on behalf of Recipient in connection with the Purpose. Recipient agrees to be responsible for any disclosure or other action or inaction in violation of this Agreement committed by any of its Representatives. Recipient shall immediately notify Discloser upon discovery of any loss or unauthorized disclosure of the Information of Discloser.

4. Required Disclosure. Notwithstanding anything to the contrary contained herein, Recipient may disclose any Information if Recipient is legally advised that such disclosure is required by law, court order, court proceedings or the rules or policies of any government or regulatory authority having jurisdiction in the matter. Prior to such required disclosure, Recipient will notify Discloser of the existence, terms and circumstances surrounding such so that Discloser may, at its sole cost and expense, seek a protective order or other appropriate remedy (and, if Discloser seeks such an order, Recipient shall provide such cooperation as Discloser may reasonably request). In the event that such protective order or other remedy is denied, and Recipient or any of its Representatives are nonetheless legally compelled to disclose such Information, Recipient or its Representatives, as the case may be, shall furnish only that portion of the Information that Recipient’s counsel advises that Recipient is legally required, and Recipient shall exercise its best efforts to preserve the confidentiality of the remainder of the Information.

5. No Licenses. Recipient understands and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Information of Discloser, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Information. Recipient will not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Information of Discloser.

6. No Representations or Further Obligation. Discloser does not make any representations or warranties, express or implied, with respect to the accuracy or completeness of the Information, except as may be set forth in a definitive agreement between the parties relating to the Purpose. Nothing herein obligates either party to disclose any information to the other party. Additionally, it is expressly understood that this Agreement is not intended to, and does not, constitute an agreement to consummate any proposed transaction relating to the Purpose or otherwise, and neither party shall have any rights or obligations or any kind whatsoever, except as expressly provided herein.

7. Reproduction. Information shall not be reproduced in any form except as required to further the Purpose. Any reproduction of any Information of Discloser by Recipient shall remain the property of Discloser and shall contain any and all patent, copyright, trademark, and other proprietary rights notices and confidentiality legends which appear on the original, unless otherwise authorized in writing by Discloser.

8. Restrictions. Recipient agrees that any products of Discloser disclosed hereunder contain valuable Information and Recipient will not modify, reverse engineer, decompile, create other works from, or disassemble any such products without the prior written consent of Discloser.

9. Term and Termination. This Agreement will terminate on the second anniversary of the Effective Date. This Agreement may be terminated by either party at any time upon ten (10) days written notice to the other party. Recipient's obligations under this Agreement will survive any termination of the Agreement, and will continue to be binding upon Recipient (and its heirs, successors and assigns) for so long as any Information in question remains Information pursuant to the terms hereof. Upon termination or expiration of this Agreement, or upon written request of Discloser, Recipient shall promptly return to Discloser or destroy all documents and other tangible materials representing Discloser's Information and all copies thereof; provided, that Recipient and its Representatives may retain one copy of the Confidential Information as necessary to comply with applicable law or its records retention or archival policies and practices (and any such retained Information shall remain subject to the terms of this Agreement).

10. Injunctive Relief. Recipient acknowledges that any actual or threatened material breach of this Agreement by Recipient may constitute immediate, irreparable harm to Discloser for which monetary damages would be an inadequate remedy, and entitle Discloser to seek immediate injunctive relief, as well as such further relief as may be granted by a court of competent jurisdiction, without the requirement of posting bond. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

11. Severability. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed to the minimum extent necessary and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

12. No Export. Recipient shall not export, directly or indirectly, any technical data acquired from Discloser under this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

13. Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of email or facsimile transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

14. Assignment. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party; except pursuant to a transfer of all or substantially all of such party's business or assets to which this Agreement relates. Any assignment in violation of this provision will be void.

15. General. This Agreement shall be governed by and construed in accordance with the laws of state of Colorado without reference to conflict of laws principles. This Agreement may not be amended except by a writing signed by both parties. Any action, suit or proceeding arising out of or in connection in any way with this Agreement shall take place in a state or federal court of competent jurisdiction in Denver County, Denver, Colorado, and the parties accordingly submit to the exclusive jurisdiction of such courts and waive any defense of inconvenient forum which may otherwise be available. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT. This Agreement will be binding upon Recipient's valid heirs, successors and assigns. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and

supersedes all other oral or written representations and understandings. In the event any website is used to provide any information which contains a “click through” confidentiality agreement, the provisions of this Agreement shall supersede any such click through agreement. This Agreement may be executed in counterparts (each which may be delivered by facsimile or PDF electronic transmission), each of which shall be deemed to be an original and all of which shall constitute the same agreement.

The parties hereto have caused their duly authorized representatives to execute this Agreement as of the date(s) set forth below.

Bold Group

(Company Name)

Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date		Date:	
Address:	3601 Walnut Street, Suite 400 Denver, CO 80205	Address:	
Email:	legal@evercommerce.com	Email:	