

MUTUAL NON-DISCLOSURE AGREEMENT

This **Mutual Non-Disclosure Agreement** (this "**Agreement**") is by and between **ADP, Inc.**, a Delaware corporation, with offices at One ADP Boulevard, Roseland, NJ 07068, USA ("**ADP**") and the counterparty accepting this agreement online in connection with applying to be a partner on the ADP Marketplace (the "**Company**"). The date on which this agreement is accepted is the "**Effective Date**".

This Agreement sets forth the terms and conditions by which ADP and the Company will furnish and/or disclose to each other certain financial, business, technical and other information.

ADP and the Company agree as follows:

Section 1. Definitions. For purposes of this Agreement, the following terms will have the meanings specified below:

"**Affiliate**" means, with respect to either party, any individual, company, corporation, trust, partnership or other entity, directly or indirectly, controlling, controlled by or under common control with such party.

"**Confidential Information**" means all financial, business, technical, confidential and other nonpublic information, in whatever form or medium, written or oral, including, without limitation, any trade secrets, processes, know-how, technology, financial data, technical data, technical documentation, strategic planning, product/service specifications, prototypes, computer programs, databases, drawings, models, marketing data, client information, studies, forecasts, pricing and pricing policies, employee information, client arrangements, as well as information discerned from, based on or relating to any of the foregoing which may be prepared by the Receiving Party or the Receiving Party's Representatives, that is furnished or disclosed by a Disclosing Party to the Receiving Party solely in connection with the Purpose, whether prepared by or on behalf of the Disclosing Party or the Disclosing Party's clients or Representatives and whether disclosed prior to, on or after the date of this Agreement, as well as the existence and Purpose of this Agreement, the terms and conditions hereof and the fact that discussions are taking place between the parties related to the Purpose. Confidential Information will not include information:

- (i) already known by the Receiving Party and that is not subject to an obligation of confidentiality,
- (ii) that is or becomes publicly known other than through a breach by the Receiving Party of any of its obligations under this Agreement,
- (iii) received by the Receiving Party from a third party who is not known by the Receiving Party to be under an obligation of confidence to the Disclosing Party, and/or
- (iv) independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

"**Disclosing Party**" means the party or Affiliate of the party hereto that furnishes Confidential Information to the other party or Affiliate of the other party hereto.

"**Receiving Party**" means the party or Affiliate of the party hereto that receives Confidential Information from the other party or Affiliate of the other party hereto.

"**Representatives**" means, with respect to either party, directors, partners, members, officers, employees, lenders, advisors, consultants, agents and representatives of such party and those of such party's Affiliates.

Section 2. Purpose; Limited Use of Confidential Information. The Receiving Party will use the Confidential Information solely for the purpose of analyzing and reviewing a potential business transaction between ADP and the Company (the "**Purpose**").

Section 3. Ownership of Confidential Information. The Receiving Party agrees that the Confidential Information of the Disclosing Party is and will remain the exclusive property and asset of the Disclosing Party.

Section 4. Confidentiality Obligation. Except as required by law, the Receiving Party will not disclose or otherwise make available any Confidential Information of the Disclosing Party to any person other than the Representatives of the Receiving Party who have a business need to know. The Receiving Party will, and will cause its Representatives who have access to the Confidential Information to, keep the Disclosing Party's Confidential Information confidential by using the same care and discretion as the Receiving Party uses with respect to its own Confidential Information, which will be no less than reasonable care and discretion.

Section 5. Required Disclosure. If a Receiving Party is required by applicable law, government regulation, court order or legal process to disclose any Confidential Information of the Disclosing Party, the Receiving Party will provide the Disclosing Party with prompt notice of such requirement and the Receiving Party will request that all Confidential Information of the Disclosing Party so disclosed is treated confidentially. Disclosure of Confidential Information of the Disclosing Party in accordance with the foregoing sentence will not violate the terms of this Agreement.

Section 6. Compliance by Affiliates and Representatives. Each of ADP and the Company will be responsible for compliance by its respective Affiliates and Representatives with the terms of this Agreement.

Section 7. Reproduction, Return and Destruction. The Receiving Party will not reproduce the Confidential Information except as reasonably necessary for the Purpose. If the Receiving Party reproduces all or any part of, or further discloses, any Confidential Information of the Disclosing Party, the Receiving Party will not remove or obscure any confidential or proprietary notices or legends, if any, that appear in the originals thereof. At the request of the Disclosing Party, the Receiving Party will at its election either return to the Disclosing Party or destroy Confidential Information, reproductions and summaries thereof and extracts therefrom, provided that the Receiving Party may maintain a copy as required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back up operations. The Receiving Party's obligations with respect to the Confidential Information of the Disclosing Party under this Agreement will survive any return or destruction of the Confidential Information and the termination of this Agreement.

Section 8. Unauthorized Use and Disclosure. The Receiving Party will notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information of the Disclosing Party or any other breach of this Agreement by the Receiving Party and will reasonably cooperate with the Disclosing Party to regain possession of its Confidential Information and prevent any further unauthorized use or disclosure.

Section 9. Limitation on Obligation. No warranties and representations. Except for the obligations imposed by this Agreement upon each party, each party acknowledges that no obligation of any kind is assumed by or implied against the other party by virtue of any meetings or discussions regarding the purpose of this Agreement with respect to whatever information is exchanged. Further, this Agreement and any meetings and communications of the parties relating to the subject matter of this Agreement will not constitute (i) any offer, request or contract among the parties to engage in any transaction, nor (ii) any offer, request or contract involving a buyer-seller relationship, venture, teaming or partnership relationship among the parties. Each party hereto hereby acknowledges that the Disclosing Party makes no representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information of the Disclosing Party.

Section 10. Independent Product Development Not Affected. The terms of this Agreement shall not be construed to limit either party's right to independently develop or acquire products or services of the same type as may be included within any Confidential Information or to enter into any business transaction with any other company which owns or has rights to any such similar products or services, as long as such right is exercised without the use of the other party's Confidential Information in violation of this Agreement.

Section 11. No Implied License. Nothing in this Agreement shall be deemed to constitute an implied license in favor of either party to any proprietary rights of the other party, including, without limitation, any patents, copyrights, trademarks or trade secret information. Each party agrees not to use any trade name, service mark or trademark of the other party or refer to the other party in any promotional activity or material without first obtaining the prior written consent of such party.

Section 12. Remedies. Each party agrees that in the event of a breach or threatened breach by a party, including any of its Representatives, of the terms of this Agreement, the non-breaching party will not have an adequate remedy in money damages and, in addition to any other available legal or equitable remedies, shall be entitled to seek an injunction against such breach or threatened breach.

Section 13. Notices. All notices, requests, consents, demands and other communications provided for in this Agreement will be in writing and shall be deemed sufficient if delivered in person, by express courier or by electronic transmission or any other means, provided that the party to be notified acknowledges receipt in writing.

Section 14. Miscellaneous.

14.1 Modification. This Agreement may not be changed, supplemented, modified or amended except by a writing signed by each party to this Agreement and this Agreement may not be discharged except by performance in accordance with its terms.

14.2 Assignment. This Agreement may not be assigned by either party hereto without the prior written consent of the other party.

14.3 Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14.4 Integration. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind and every nature between them.

14.5 Severability. If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.

14.6 Counterparts. This Agreement may be signed in one or more counterparts by original, electronic or digital signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 15. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., except any of its conflict of law rules that would render such choice of law ineffective, and the parties subject themselves to the jurisdiction of the courts of the State of New York, U.S.A.

Section 16. Authorization of Signatories. The individual agreeing to this Agreement on behalf of the Company does hereby represent and warrant that they have been and are duly authorized to execute this Agreement on behalf of their principal.

Section 17. Effective Date. The parties hereto have caused this Agreement to be executed as of the Effective Date.