

NON-DISCLOSURE AGREEMENT

This is an agreement ("Agreement"), effective this _____ day of _____, 2015 between Zap Capital group LLC. located in Boca Raton, FL 33433 ("Zap"), and _____ ('Recipient'), with residence/place

of business at _____

Whereas, Zap agrees to disclose, and Recipient agrees to receive, certain confidential information of the Zap on the following terms and conditions:

1. **Confidential Information:** Recipient understands and acknowledges that Zap's confidential information consists of information and materials that are valuable and not generally known by the public or Zap's competitors. Zap's confidential information includes, but is not limited to, the following:
 - (a) Any and all information concerning Zap's current, future and proposed Products and services, including, but not limited to, unpublished computer code (both source code and object code), contents of web sites, drawings, specifications, notebook entries, technical notes and graphs, computer printouts, technical memoranda and correspondence, financial analysis, business plans and business strategies.
 - (b) Information and materials related to Zap's purchasing, accounting and marketing, including, but not limited to, marketing plans, sales data, unpublished promotional material, cost and pricing information and customer lists.
 - (c) Information of the type described above which Zap obtained from another party, and which Zap treats as confidential, whether or not owned or developed by Zap.
2. **Purpose of Disclosure:** Recipient shall make use of Zap's confidential information only for the purpose of evaluating Zap's products and business plans for furthering the parties' business relationship.
3. **Nondisclosure:** In consideration of Zap's disclosure of its confidential information to Recipient, Recipient agrees that it will treat Zap's confidential information with the same degree of care and safeguards that it takes with its own confidential information, but in no event less than a reasonable degree of care. Recipient agrees, that without Zap's prior written consent, Recipient will not:
 - (a) disclose Zap's confidential information to any third party;
 - (b) make or permit to be made copies or other reproductions of Zap's confidential information: or
 - (c) make any commercial use of the confidential information.

Recipient will not disclose Zap's confidential information to Recipient's employees, business colleagues, agents and consultants, unless (1) they need to know the information in connection with their employment or consultant duties; and (2) they personally agree in writing to be bound by the terms of this Agreement. '
4. **Return of Materials:** Upon Zap's request, Recipient shall promptly (within 10 days) return all original materials provided by Zap's and any copies, notes or other documents in Recipient's possession pertaining to Zap's confidential information.
5. **Exclusions:** This agreement does not apply to any information which:
 - (a) was in Recipient's possession or was known to Recipient, without an obligation to keep it confidential, before such information was disclosed to Recipient by Zap's;
 - (b) is or becomes public knowledge through a source other than Recipient, and through no fault of Recipient;
 - (c) is independently developed by or for Recipient without reference to Zap's confidential information;
 - (d) is or becomes lawfully available to Recipient from a source other than Zap's; or
 - (e) is disclosed by Recipient with Zap's prior written approval.

