

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into between SENAP Network Security Corporation, a Florida corporation, having a principal place of business at 6421 Congress Avenue, Suite 206, Boca Raton, FL 33487 ("SECNAP"), and the undersigned individual or company ("RECIPIENT").

WHEREAS, SECNAP desires to provide, and RECIPIENT desires to receive, information for the purpose of exploring certain business opportunities that may be beneficial to SECNAP and RECIPIENT.

WHEREAS, if the parties work together, the exchange of information will occur throughout the parties' working relationship.

WHEREAS, SECNAP may disclose to RECIPIENT certain information pursuant to this Agreement that SECNAP deems proprietary and confidential.

NOW, THEREFORE, the parties hereto agree as follows:

1. For a period of ten (10) years from the date of receipt of any "Confidential Information" (as defined below), RECIPIENT shall use reasonable efforts to prevent the disclosure to any other person, firm or corporation of any Confidential Information which it receives from SECNAP. RECIPIENT shall not, without the prior written consent of SECNAP, disclose the Information in any manner whatsoever, in whole or in part, except to such of RECIPIENT's officers, directors, shareholders, employees or attorneys who: (i) have a valid need to know the Information for the sole purpose of assisting RECIPIENT in evaluating SECNAP, (ii) are informed of this Agreement, and (iii) agree in writing to be bound by the terms hereof as if a party hereto. RECIPIENT also agrees not to use the Confidential Information for any purpose other than the purpose described in the recitals to this Agreement.
2. Any reports or other documents resulting from such exchange of information between the parties shall be governed by the same terms and conditions with respect to confidentiality as is the exchange of Confidential Information between the parties.
3. Notwithstanding the foregoing, information shall not be deemed Confidential Information and RECIPIENT shall have no obligation with respect to any such information that
 - a. is or becomes publicly known through publication or otherwise and through no wrongful act of RECIPIENT, or
 - b. is received from a third party without similar restriction and without a breach of this Agreement, or
 - c. is approved for release by written authorization of SECNAP (so long as the release complies with any requirements of the authorization), or
 - d. is disclosed pursuant to the lawfully imposed requirement of a governmental agency or disclosure is required by operation of law; provided that Recipient shall give SECNAP reasonable advance notice of any such proposed disclosure, shall advise the other party in writing of the existence of this Agreement, and shall use its reasonable best efforts to secure an agreement in writing to be bound by the provisions of this Agreement from any person obtaining access to the Confidential Information pursuant to this paragraph .

4. RECIPIENT acknowledges that irreparable harm, for which there would be no adequate remedy at law, would arise from a violation of this Agreement. Therefore, RECIPIENT acknowledges that a breach of this Agreement would give rise to a right to an injunction in favor of SECNAP. Notwithstanding the foregoing, the parties are entitled to pursue any appropriate remedies at law or in equity for breach of this Agreement.
5. This Agreement constitutes the entire agreement of the parties hereto with respect to confidentiality of information and supersedes all previous oral and written agreements, if any, among the parties regarding the confidentiality of information. This Agreement shall be construed in accordance with the laws of the State of Florida, and Palm Beach County, Florida shall be the exclusive venue for resolutions of any disputes hereunder. This Agreement may be amended or modified only in a writing signed by both parties. A waiver (whether written, oral or implied) by either party of any provision or right under this Agreement shall not constitute a waiver with respect to any subsequent similar or dissimilar occurrence. This Agreement may be executed in one or more counterparts, and may be executed and delivered via fax, each of which counterparts and facsimiles shall be deemed an original for all purposes. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severed and this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement.
6. All Confidential Information that is in any reproducible form (including without limitation, written or electronic form) delivered to RECIPIENT shall be and remain the property of SECNAP, and all such data, and any copies thereof, shall be promptly returned to SECNAP upon written request, or destroyed at SECNAP'S option.
7. This Agreement shall not be construed as granting or conferring any rights by license or otherwise, expressly, impliedly, or otherwise for any invention, discovery or improvement made, conceived or acquired prior to or after the date of this Agreement.
8. The parties hereby irrevocably and unconditionally waive the right to a jury trial in connection with any claim arising out of or related to this Agreement or the Confidential Information.
9. For the purposes of this Agreement, "Confidential Information" shall mean any proprietary information, trade secrets or other information that is disclosed to RECIPIENT by SECNAP, whether furnished before or after the date of this Agreement, whether tangible or intangible, disclosed either directly or indirectly in writing or orally, and in whatever form or medium provided, that relates in any way to any of the following: technical information, technical data, research, products, software services, development, macros, source code, inventions, ideas, processes, designs, drawings, engineering, marketing, customer information, business plans and forecasts or financial information, current products or services, future products or services, techniques, any and all derivative works therefrom and any and all patents and copyrights therein or any improvements thereof. Confidential Information shall include, but not be limited to, all materials marked "Confidential Information".

IN WITNESS WHEREOF, the parties hereto agree that the effective date of this Agreement shall be the _____ day of _____, 201__.

SECNAP Network Security Corporation.

Recipient [Print Name of Company or Person]: _____

By: _____

(Sign here): By: _____

Title: _____

Print name & title of person signing: _____

Address: _____
