

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “**Agreement**”) is entered into as of

_____, 20____ (date) (the “**Effective Date**”) by and between PayMullet LLC, a
limited liability company (“**PayMullet**”), and

_____, (legal business name), a

_____ (state) _____ (entity type, e.g., LLC)

(“**Partner**”). PayMullet and Partner are each a “**Party**” and together are the “**Parties**”.

RECITALS

WHEREAS, the Parties desire to evaluate a potential business relationship or transaction between them (the “**Purpose**”), in connection with which each Party may disclose or make available to the other Party certain Confidential Information (as defined below); and

WHEREAS, each Party is willing to disclose such Confidential Information to the other Party solely for the Purpose and subject to the terms and conditions set forth herein;

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.**

“**Confidential Information**” means all non-public, proprietary, or confidential information disclosed by or on behalf of the Disclosing Party to the Receiving Party, whether disclosed orally, visually, electronically, in writing, or by any other means, including, without limitation, information relating to pricing, underwriting criteria, risk models, residual structures, merchant, ISO, referral, pipeline, or partner information, transaction structures, deal economics, or term discussions, software, workflows, systems, integrations, or processes, as well as any analyses, summaries, notes, compilations, or other materials prepared by or for the Receiving Party that contain, reflect, or are derived from such information, and the existence, scope, or status of discussions between the Parties. Confidential Information shall not include information that the Receiving Party can demonstrate by contemporaneous written records: (a) is or becomes publicly available through no act or omission of the Receiving Party; (b) was lawfully known to the Receiving Party prior to disclosure by the Disclosing Party; (c) was lawfully received by the Receiving Party from a third party without restriction and without breach of any obligation to the Disclosing Party; or (d) was independently developed by the Receiving Party without use of or reference to the Confidential Information.

“**Disclosing Party**” means, with respect to any Confidential Information, the Party that discloses, makes available, or otherwise provides such Confidential Information, directly or

indirectly, to the other Party, whether by written, oral, electronic, visual, or other means, including through its Representatives.

“Receiving Party” means, with respect to any Confidential Information, the Party that receives, obtains access to, or otherwise acquires such Confidential Information, directly or indirectly, from or on behalf of the Disclosing Party, whether by written, oral, electronic, visual, or other means, including through its Representatives or controlled systems.

2. **Permitted Use.** The Disclosing Party may share Confidential Information with the Receiving Party solely for the stated Purpose. The Receiving Party must not use this information for any other reason, including competing with, reverse engineering, or circumventing the Disclosing Party. Disclosure to third parties is prohibited except to employees, officers, directors, attorneys, accountants, and financial advisors (**“Representatives”**) who (a) need the information for the Purpose, (b) have been informed of its confidentiality, and (c) are bound by comparable written confidentiality obligations. The Receiving Party must not use the Confidential Information to contact or do business with entities identified in it without a written agreement from the Disclosing Party. Confidential Information must be protected with at least the same care as the Receiving Party’s own sensitive information, but no less than a reasonable standard. Any unauthorized access or use must be reported in writing to the Disclosing Party within five days, and all efforts must be made to prevent further disclosure. The Receiving Party is responsible for any breach by its Representatives.

3. **Compelled Disclosure.** If the Receiving Party is required by law, regulation, or valid legal process to disclose any Confidential Information, it shall, to the extent legally permitted, provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy. The Receiving Party shall disclose only that portion of the Confidential Information that it is legally required to disclose and shall use reasonable efforts to ensure that such information is treated confidentially.

4. **No Reverse Engineering.** The Receiving Party shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the composition, structure, or underlying ideas of any software, systems, materials, or other tangible or intangible items disclosed as Confidential Information, except to the extent expressly permitted in writing by the Disclosing Party.

5. **Return or Destruction of Confidential Information.** Upon written request by the Disclosing Party or upon termination of discussions between the Parties, the Receiving Party shall promptly return or permanently destroy all Confidential Information, including all copies and derivative materials, and shall certify such return or destruction in writing upon request.

6. **Ownership; No License; Compliance with Law.** All Confidential Information remains the exclusive property of the Disclosing Party. No license, assignment, or other rights are granted to the Receiving Party by this Agreement, whether by implication or otherwise, except for the limited right to use the Confidential Information solely for the Purpose. The Receiving Party

shall use, store, access, and protect the Confidential Information in compliance with all applicable federal, state, and local laws, rules, and regulations.

7. **No Obligation.** Nothing in this Agreement obligates either Party to proceed with any transaction or business relationship. All Confidential Information is provided “as is,” without any representation or warranty as to its accuracy or completeness, and neither Party shall have any liability arising from the use of or reliance on such information, except as expressly provided herein.

8. **Term.** This Agreement shall remain in effect for three (3) years from the Effective Date. Each Party’s obligations with respect to Confidential Information that constitutes a trade secret under applicable law shall survive for so long as such information remains protected as a trade secret.

9. **Remedies.** Each Party acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be insufficient. Accordingly, the Disclosing Party shall be entitled to seek injunctive or equitable relief, in addition to any other remedies available at law or in equity, without the requirement to post bond.

10. **Notice: Service of Process.** All notices under this Agreement must be in writing and shall be deemed given when delivered personally, sent by a nationally recognized overnight courier, or transmitted by email (with confirmation of transmission) to the applicable Party at the address or email address set forth on such Party’s signature page, or to such other address or email address as a Party may designate by written notice in accordance with this Section. Notices shall be effective upon actual receipt; provided, however, that notices delivered by email shall be effective on the date sent if sent during normal business hours on a business day, and otherwise on the next business day. Each Party irrevocably consents to service of process in any action arising out of or relating to this Agreement by email sent to the email address set forth on such Party’s signature page, in addition to any other method of service permitted by applicable law.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict-of-laws principles. Any action arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Texas, and each Party consents to the jurisdiction of such courts. In any action to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys’ fees and costs from the non-prevailing Party.

12. **Miscellaneous.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous understandings relating thereto. This Agreement may be amended only by a written document executed by both Parties. Neither Party may assign this Agreement without the prior written consent of the other Party, except in connection with a merger or sale of substantially all assets. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

[signature page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

PAYMULLET LLC

By: _____

Name: Patrick Lowenthal

Title: Managing Partner

(NAME OF LEGAL BUSINESS OR SIGNOR)

By: _____

Name:

Title:

Address: _____
