



MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (“Agreement”) is entered into on _____, 202[___] (“Effective Date”) by and between the Emburse, Inc. and [_____]. Each party is willing to furnish the other with certain information pertaining to such party’s business, which is non-public, confidential or proprietary in nature for the purpose of evaluating a potential business relationship between the parties (“Business Purpose”). This information or portions thereof may be in oral, written, demonstrative, graphic, electronic, machine readable, or other tangible or intangible form, may be provided to or obtained by the recipient directly or indirectly, and could include, without limitation, software, data, databases, designs, models, algorithms, business plans and strategies, operating methods, best practices, know-how, trade secrets, marketing and sales plans, pricing and financial information and other information regarding its customers, suppliers, licensors, manufacturers or vendors that a person exercising reasonable business judgment under the circumstances would understand to be confidential or proprietary (collectively “Confidential Information”). This Agreement covers any Confidential Information whether disclosed prior to, contemporaneously with or following the execution of this Agreement. Excluded from “Confidential Information” is information that (a) is generally known or available to the public through no act or omission by the receiving party or its Representatives; (b) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, which is not bound by confidentiality or other legal or fiduciary obligation of secrecy to the disclosing party; (c) the receiving party can demonstrate by competent evidence was known to it or in its possession on a non-confidential basis prior to the date of disclosure by the disclosing party; (d) the receiving party can demonstrate by competent evidence was independently developed by it, without use of or reference to the Confidential Information; or (e) is furnished by the disclosing party to others with written confirmation that such information may be disclosed. The term “party” includes all affiliates and/or subsidiaries of such party. Each party confirms its interest in examining the Confidential Information and in consideration thereof, agrees that:

1. Standard of Care and Limited Use Rights. The receiving party shall maintain Confidential Information in confidence and use the same degree of care to avoid unauthorized disclosure or use of such information as the receiving party employs with respect to its own confidential information, subject to a minimum standard of reasonable diligence and protection. Confidential Information shall remain the exclusive property of the disclosing party or its licensors or

suppliers. No right is granted in or to the Confidential Information, except for the limited right to use it to carry out the Business Purpose. No licenses, trademarks, inventions, copyrights, patents or other proprietary rights are implied or granted hereunder.

2. **Disclosure and Access.** The receiving party will not disclose to or permit any third party to access the Confidential Information without the disclosing party's prior written consent, except to its officers, directors, employees, consultants, agents or representatives ("Representatives") who need to know the Confidential Information in furtherance of the Business Purpose and who shall be subject to confidentiality obligations at least as restrictive as the provisions of this Agreement. The receiving party agrees to notify the disclosing party of any violation of this Agreement of which it becomes aware, and in any event, the receiving party shall be responsible for any violations by any of its Representatives.
3. **Reverse Engineering.** The receiving party shall not reverse engineer, disassemble, decompile, decipher, reconfigure, unobfuscate, reformat, alter or reproduce, make derivatives or improvements to, subject to experimentation or otherwise seek to duplicate the performance characteristics of any software or database or any components thereof disclosed hereunder or attempt to derive the source code contained therein.
4. **Disclosure Legally Compelled.** If the receiving party is legally required to disclose Confidential Information, it shall promptly notify the disclosing party, to the extent legally permissible, prior to required disclosure so that the disclosing party may seek a protective order or take other appropriate action to limit the disclosure. If a protective order is not obtained, the receiving party may disclose only that portion of the Confidential Information that, in the reasonable opinion of legal counsel, is specifically required to be disclosed.
5. **Remedies.** Each party acknowledges and agrees that the Confidential information has competitive value and is of a sensitive nature, and a breach of this Agreement, may cause the disclosing party an irreparable harm that could not be made whole by monetary damages. Therefore, without prejudice to any rights and remedies otherwise available, the disclosing party may seek equitable relief by way of injunction, specific performance or otherwise.
6. **No Representations.** All Confidential Information is provided on an "as is" and "as available" basis. Neither party nor any of its Representatives have made or make any representations or warranties, express, implied or otherwise, regarding the Confidential Information, and none of them shall have any liability to the other party or its Representatives relating to or resulting from use of the Confidential Information or for any errors therein or omissions therefrom.
7. **No Obligation.** This Agreement does not give rise to any intention, commitment or obligation of either Party to enter into a business relationship with the other Party. A business relationship between the Parties, if any, shall be governed by a separate written definitive agreement pursuant to which the Parties intend to be legally bound.
8. **Term and Termination.** This Agreement will remain in effect until terminated by either party by written notice to the other party, provided that the confidentiality obligations herein shall survive its expiration or termination. Upon the expiration or termination of this Agreement or at any time, at the disclosing party's written request, the receiving party shall return or destroy

promptly the Confidential Information. Portions of the Confidential Information which consist of analyses, compilations, studies or other documents prepared by the receiving party or its Representatives will be destroyed upon termination or earlier at the disclosing party's written request. Upon request by the disclosing party, the receiving party shall certify in writing its compliance with the foregoing. The receiving party may retain copies of the Confidential Information if legally required to do so or in accordance with its document retention policy subject to the confidentiality terms herein.

9. Miscellaneous. This Agreement: represents the entire understanding and agreement of the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement may not be modified, amended or superseded, except by a written instrument duly executed by both parties. Neither party may assign this Agreement without prior written consent of the other and any assignment to the contrary shall be null and void. This Agreement will be governed by and construed under, the laws of the State of Delaware, without regard to the principles of choice of law. The provisions of the Agreement that by their nature extend beyond the termination of the Agreement, will survive the termination of the Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has entered into this Mutual Nondisclosure Agreement by its duly authorized representative as of the date first above written.

EMBURSE, INC.	[_____]
By: _____ Name: Title: Date: Address:	By: _____ Name: Title: Date: Address:

