



MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into and made effective as of month day, year, between _____, and ProbityLedgers, Inc., a Wyoming corporation (each referred to as "Party" or together as "Parties").

The Parties intend to engage in discussions regarding a business opportunity, a potential agreement or other transaction between the Parties (the "Purpose"). In connection with such discussions, it may be necessary for the Parties to disclose to each other certain confidential information or materials to enable each Party to evaluate whether to enter into such agreement or transaction.

In consideration of the foregoing, the Parties agree as follows:

1. **Confidential Information:** For purposes of this Agreement, "Confidential Information" means any information or materials disclosed by one Party to the other Party, including without limitation inventions, ideas, improvements, designs, original works of authorship, formulae, algorithms, processes, circuits, compositions of matter, computer software programs, source code, databases, mask works, trade secrets, product plans and ideas, development processes, internally developed tools, architectures and architectural concepts, business strategies, marketing plans, pricing structures, financial information, forecasts, personnel information, copyrights, intellectual property, inventions, sales leads, strategic alliances, partners, customer and client lists and data, that:
 - i. If disclosed in writing or in the form of tangible materials, is marked "confidential" or "proprietary" at the time of such disclosure;
 - ii. If disclosed orally or by visual presentation, is identified as "confidential" or "proprietary" at the time of such disclosure; or
 - iii. Due to its nature or the circumstances of its disclosure, a person exercising reasonable business judgment would understand it to be confidential or proprietary.

2. **Obligations and Restrictions:** Each Party agrees:
 - i. To maintain the other Party's Confidential Information in strict confidence;
 - ii. Not to disclose such Confidential Information to any third party;
 - iii. Not to use such Confidential Information for any purpose except for the Purpose;

- iv. That neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information;
 - v. That each Party may disclose the other Party's Confidential Information to its professional advisers, directors, officers, employees, consultants and group companies (each a "Representative") who have a bona fide need to know such Confidential Information for the Purpose, but solely to the extent necessary to pursue the Purpose and for no other purpose; and
 - vi. That each Party undertakes to expressly inform its Representatives to whom Confidential Information is disclosed of the confidential nature of the Confidential Information and the purpose for which it may be used and will be responsible for procuring such Representative's compliance with the terms of this Agreement.
3. **Exceptions:** The obligations and restrictions in Section 2 will not apply to any information or materials that:
- i. Were, at the date of disclosure, or have subsequently become, generally known or available to the public through no act or failure to act by either Party;
 - ii. Were rightfully known by one Party prior to receiving such information or materials from the other Party; and
 - iii. Are independently developed one Party without access to any Confidential Information of the other Party.
4. **Return of Confidential Information:** Upon the completion or abandonment of the Purpose, and in any event upon either Party's request to the other Party, each Party will promptly return to the other Party all tangible items and embodiments containing or consisting of the other Party's Confidential Information.
5. **No Obligations:** Each Party retains the right, in its sole discretion, to determine whether to disclose any Confidential Information to the other Party. Neither Party will be required to negotiate nor enter into any other agreements or arrangements with the other Party, whether or not related to the Purpose. This Agreement does not create any agency, partnership, or joint venture.
6. **No License:** All Confidential Information remains the sole and exclusive property of the Party which has disclosed it. Each Party acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to either Party, by license or otherwise, in or to any Confidential Information of either Party, or any patent, copyright or other intellectual property or proprietary rights of either Party, except as specified in this Agreement.

7. **No Warranty:** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS, OR PERFORMANCE.

8. **Term:** This Agreement will remain in effect for a period of three (3) years from the date of this Agreement at which time it will terminate.

9. **Equitable Relief:** Each Party acknowledges that the unauthorized use or disclosure of the other Party's Confidential Information may cause the other Party to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, each Party agrees that either Party will have the right to seek immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights and remedies that it may have at law or otherwise.

10. **Miscellaneous:** This Agreement will be governed and construed in accordance with the laws of the State of New York (United States of America). This Agreement is the complete and exclusive understanding and agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior agreements, understandings, and communications, oral or written, between the Parties regarding the subject matter of this Agreement. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision of this Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. Neither Party may assign this Agreement, in whole or in part, by operation of law or otherwise, without the other Party's prior written consent, and any attempted assignment without such consent will be void. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Mutual Non-Disclosure Agreement by their duly authorized officers or representatives or themselves.

 Company Name

ProbityLedgers Inc.-----
 Company Name

 Authorized Signature

 Authorized Signature

Printed Name

Title

A. Michelle Petigny-----
Printed Name

CEO-----
Title