



This Partnering Agreement (“Agreement”) is between Opportunity Creator and Opportunity Responder who, having been connected via the Platform, are in the process of formalizing the business arrangement between them. By entering into discussions concerning such business arrangement, Opportunity Creator and Opportunity Responder agree to be bound by all of the terms and conditions of this Agreement. For good and valuable consideration, the parties agree as follows:

1. Scope of Agreement.

(a) This Agreement addresses certain aspects of the manner in which the parties will continue to formalize the business arrangement between them. The parties acknowledge and agree that it will be necessary and advisable for them to enter into one or more agreements that set forth their respective obligations concerning the actual performance of services, price and payment terms, and other business and legal terms relating to the arrangement between them. The parties agree to negotiate such further agreements in good faith, in accordance with the terms and conditions of this Agreement.

(b) The parties acknowledge and agree that they are each bound by the P2P Global Terms of Use (“Terms”) that each party agreed to when it became a Member. Certain capitalized words that are not defined in this Agreement have the meanings given to them in the Terms.

2. Term and Termination.

The term of this Agreement begins when Opportunity Responder has been notified through the Platform that it has been selected as a candidate partner by Opportunity Creator (the “Effective Date”). Either party may terminate this Agreement at any time upon written notice to the other. This Agreement will automatically terminate at the earlier of: (a) when the parties enter into a more formal written agreement between them concerning the provision and receipt of services, or (b) on the date that is the first

anniversary of the Effective Date. The obligations of Section 3 (Confidentiality) will survive termination or expiration of this Agreement as set forth therein.

3. Confidentiality.

(a) “Confidential Information” means all information disclosed (orally or in writing) by one party (“Discloser”) to any other party (“Recipient”) prior to the termination of this Agreement (before or after the Effective Date) which is marked “proprietary” or “confidential” or which the Recipient reasonably ought to know the Discloser regards as confidential. Additionally, Confidential Information includes (i) the identity of each party known to the other, (ii) the fact that the parties have been connected via the Platform, (iii) that they are considering entering into a business arrangement, and (iv) the identity of any third party to which or on behalf of Opportunity Creator and Opportunity Responder would provide services in connection with the formal arrangement between them (each a “Customer”).

(b) Each party will hold the other party’s Confidential Information in confidence with at least as much care as it holds its own confidential information (and in no event using less than reasonable care), and neither party will disclose any of the other party’s Confidential Information to any third party.

(c) The duties of confidentiality and nondisclosure under this Agreement will not apply to any information that (i) at the time of disclosure to Recipient, had previously been published or was otherwise publicly available; (ii) is published or becomes otherwise publicly available after having been disclosed to Recipient, unless through the breach by Recipient of its obligations under this Agreement; (iii) is independently developed by Recipient without reliance on the Confidential information; or (iv) prior to disclosure to Recipient, was already in Recipient’s possession on a non-confidential basis.

(d) Each party may use the Confidential Information solely for purposes of its performance under this Agreement (including the negotiation and entering into a formal agreement between them), and may disclose such information to its employees and professional advisors only on a need-to-know basis, provided that such employees are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

(e) Recipient may disclose Confidential Information of Discloser as required by a subpoena, court order or otherwise by law, provided that it gives Discloser written notice in advance of such disclosure sufficient to permit Discloser to seek to quash the subpoena or obtain an appropriate protective order and, if nonetheless required to disclose, provides only the minimum Confidential Information necessary to comply with the subpoena, order, or as otherwise lawfully required.

(f) Upon termination of this Agreement or at any time upon written request of Discloser, Recipient will return (or destroy at Discloser's option) all copies of Confidential Information in its possession, custody, or control, except that Recipient may retain a copy of Confidential Information solely to demonstrate its compliance with its obligations under this Agreement. Upon written request of Discloser, Recipient will certify in writing its compliance with this requirement.

(g) Each Party's obligations under this section will survive termination of this Agreement and will continue in full force and effect with respect to Confidential Information of the other party for five (5) years from the date of disclosure of such Confidential Information, except that nothing herein is intended to limit or abridge the protection of trade secrets under applicable trade secrets law, and if any Confidential Information is a trade secret under applicable law, Recipient will treat such Confidential Information as confidential for the longer of three years or such later date such Confidential Information is no longer a trade secret.

4. Noncircumvention.

In addition to the duties of nondisclosure and non-use set forth in Section 3 above, Opportunity Responder agrees that it will not, during the term of this Agreement and for a period of 12 months following its expiration or termination, directly solicit any Customer or potential Customer to provide services to such party that are the same or similar as the services that are provided or would have been provided to or for the benefit of such Customer as part of the arrangement between Opportunity Creator and Opportunity Responder.

5. Nonsolicitation.

Each party agrees that, during the term of this Agreement and for a period of 12 months following its expiration or termination, it will not, either directly or indirectly, including

through corporate, affiliate, or other device, attempt to or actually solicit or divert any individual who is, or was at any time within the prior 6 month period, an employee of the other party, or otherwise induce that individual to reduce his or her work commitment or relationship with the other party. The foregoing will not apply to (i) any broad-based efforts to attract applicants not targeted directly to the other party or its personnel, or (ii) any applications submitted or inquires made by personnel of the other party not at the request of the hiring party.

6. General.

Both parties agree that any claim or dispute between them may be resolved by a state or federal court located in the state in which the headquarters of either party is located. Both parties agree to submit to the personal jurisdiction of the courts located within such states for the purpose of litigating all such claims or disputes, and hereby waive all claims of forum non conveniens. The law of the state in which an action is properly brought in accordance with this section shall apply to any such dispute, and to the interpretation and enforcement of this Agreement. This Agreement may be executed in counterparts and such counterparts, taken together, will be one and the same Agreement. A true and correct facsimile or electronic copy of an executed copy of this Agreement will constitute an original for any evidentiary purpose. All waivers must be in writing, and signed by the party waiving its rights. If any court of competent jurisdiction finds any portion of any provision of this Agreement to be unenforceable or contrary to applicable law, the parties agree that the provision will be deemed modified to the least extent necessary to make it enforceable, and all other provisions of this Agreement will remain unaffected. This Agreement, together with any schedules, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all other agreements (express or implied), proposals, negotiations, representations or communications relating to the subject matter (it being expressly understood, however, that the Terms apply to the extent set forth therein, and that the parties may enter into a more formal written agreement between them). Both parties acknowledge that they have not been induced to enter this Agreement by any representations or promises not specifically stated in this Agreement. The protections of this Agreement will apply to actions of the parties performed in preparation for and anticipation of the execution of this Agreement. Any amendment to this Agreement must be in writing and signed by duly authorized representatives of the parties.