MUTUAL NON-DISCLOSURE AGREEMENT

ScrubHits • Debt Settlement Enrollment Data

This Mutual Non-Disclosure Agreement (this “Agreement”) is entered into by and between **ScrubHits** (“ScrubHits”) and the counterparty identified in the signature block below (“Counterparty”), each a “Party” and together the “Parties,” effective as of the last date signed below.

1. Purpose. The Parties wish to evaluate a potential business relationship concerning debt settlement enrollment data services (the “Purpose”) and, in connection with that evaluation, may disclose information to one another.

2. Confidential Information. “Confidential Information” means non-public information disclosed by a Party in connection with the Purpose, including business plans, pricing, product and data specifications, the identities of data contributors and customers, network coverage, technical architecture, and security designs — whether or not marked confidential — that a reasonable person would understand to be confidential given its nature and the circumstances of its disclosure.

3. Obligations. Each Party agrees to: (a) use the other Party’s Confidential Information solely for the Purpose; (b) protect it using at least reasonable care; and (c) disclose it only to its representatives who need to know it for the Purpose and who are bound by obligations at least as protective as those in this Agreement.

4. Exclusions. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was already known to the receiving Party without a duty of confidentiality; (c) is received from a third party without such a duty; or (d) is independently developed without use of the disclosing Party’s Confidential Information.

5. Legal process. If a Party is required by law or legal process to disclose the other Party’s Confidential Information, that Party will, where legally permitted, promptly notify the other Party and cooperate so that protective treatment may be sought.

6. Return of materials. Upon request, each Party will promptly return or destroy the other Party’s Confidential Information and, upon request, certify its destruction in writing.

7. No license; no obligation. Nothing in this Agreement grants a license to any intellectual property, or obligates either Party to enter into any transaction or further agreement.

8. Term. This Agreement applies to disclosures made while the Parties are in discussions and for two (2) years thereafter. The obligations in Section 3 survive for three (3) years from the date of each disclosure.

9. General. This Agreement is governed by the laws of the State of Texas, without regard to conflict-of-law rules. It is the entire agreement between the Parties concerning confidentiality for the Purpose and may be amended only in a writing signed by both Parties. It may be executed in counterparts, and electronic and PDF signatures are binding.

Agreed and accepted:

ScrubHits

By: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Counterparty

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Questions about this Agreement: contact@scrubhits.com