This Confidentiality Agreement (this "**Agreement**") is made by and between Payactiv, Inc., a Delaware corporation ("**Payactiv**") and the undersigned party ("**Company**") as of the Effective Date, as defined below. Each party ("**Recipient**") has received or may receive from the other party certain non-public, proprietary information containing valuable and confidential information such as but not limited to business plans, business methodologies, technology, specifications, development plans, customers, prospective customers, scheduling information, time attendance data, payroll and benefits information, legal documents, pricing structures, marketing content, trade secrets and other technical, security, strategic, personnel and financial data (collectively, "**Confidential Information**") about the other party and such party's Affiliates (collectively, "**Discloser**"). The term "Confidential Information" may also include, without limitation, the content of Payactiv product demonstrations, commercial negotiations, the terms of any agreement (signed or unsigned) with Payactiv and information about Payactiv's products, services and systems. "Affiliate" means an entity that controls, is controlled by, or is under common control with a party, where "control" means the direct or indirect ownership of more than 50% of the voting securities or other ownership interest of such entity or party.

Confidential Information is being provided in confidence for the term of this Agreement in accordance with the following terms and conditions:

1. Discloser is providing Confidential Information solely for the purpose of enabling Recipient to evaluate or engage in a commercial transaction/relationship regarding Payactiv's financial wellness products, services, and solutions (the "**Permitted Use**"). Recipient expressly agrees to refrain from unauthorized sharing or otherwise using Confidential Information not for the Permitted Use.

2. Except as permitted in Paragraph 3, without Discloser's prior written consent, Recipient shall not: (a) disclose to any third party the fact that Discloser has provided any Confidential Information to Recipient; (b) disclose to any third party the Confidential Information or any portion thereof; or (c) use Confidential Information for any purpose other than the Permitted Use. Recipient shall only disclose Confidential Information to (x) those of its and its Affiliates' employees that have a need to know such information in order to perform Recipient's obligations in connection with the contemplated and/or executed transaction/relationship, (y) its and its Affiliates' accountants and attorneys as necessary in the ordinary course of its business (the parties referred to in subsections (x) and (y) are collectively, "**Representatives**"), or (z) any other party with Discloser's prior written consent. Before disclosure to any of the above parties, Recipient will have a written agreement with (or in the case of clause (y) a professional obligation of confidentiality from) such party sufficient to require that party to treat Confidential Information in accordance with this Agreement. The foregoing obligations shall not apply to any Confidential Information that Recipient can demonstrate (i) is or becomes publicly available without breach of this Agreement; (ii) Recipient rightly receives without obligation of confidentiality from a third party; (iii) was known to Recipient prior to its disclosure by the Discloser; or (iv) Recipient develops independently or was independently developed on behalf of Recipient without reference to Confidential Information. This Agreement also does not apply to Confidential Information shared in performance of any executed services agreement between the Discloser and Recipient.

3. Recipient may disclose Confidential Information to the extent required by law, legal process or pursuant to the rules and regulations of a governmental authority or industry regulatory body having jurisdiction over Recipient; provided that (a) Recipient gives Discloser prompt notice as is practicable and commercially reasonable under the circumstances, if legally permissible, so that Discloser may seek an appropriate protective order at Discloser's expense; (b) Recipient reasonably

cooperates with Discloser at Discloser's expense in seeking such protective order; and (c) all Confidential Information shall remain subject to the terms of this Agreement in the event of such disclosure, if legally permissible.

4. Recipient agrees to use the same care and discretion to avoid disclosure of Discloser's Confidential Information as it uses with its own similar information it does not wish to disclose, but in no event less than a reasonable standard of care and no less than is required by law. Recipient will promptly, as is practicable and commercially reasonable under the circumstances, provide Discloser with notice of any actual or threatened breach of the terms of this Agreement or unauthorized disclosure of Discloser's Confidential Information.

5. All Confidential Information shall remain the property of Discloser (or its suppliers or licensors as applicable). The provision of Confidential Information under this Agreement shall not transfer any right, title or interest in such information to Recipient. Discloser does not grant Recipient any express or implied right to or under Discloser's or another party's patents, copyrights, trademarks, trade secret information or other proprietary rights, except as expressly stated hereunder. The Recipient shall not reverse-engineer, decompile, or disassemble any software disclosed to it under this Agreement and shall not remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information it obtains from the Discloser.

6. Discloser provides any Confidential Information on an "as is" basis, with no warranty, express or implied, and will not be liable for any damages arising out of use of the Confidential Information. It is understood that this Agreement does not independently obligate either party to complete any transaction/relationship or enter into any agreement. Use of such Confidential Information is at Recipient's own risk.

7. In addition to any and all remedies available to Discloser at law or in equity, Recipient agrees to take all commercially reasonable measures, including but not limited to court proceedings at Recipient's own expense, to restrain its Representatives from unauthorized use or disclosure of Confidential Information. Recipient shall be liable for any unauthorized use or disclosure of Confidential Information by its Representatives.

8. Recipient shall, when requested by Discloser, promptly, at Recipient's option, either destroy (except as may be contained in back-up files created in the ordinary course of business that are recycled in the ordinary course of business over an approximate 30- to 90-day period or such longer period as required by applicable law) or return and deliver to Discloser, Discloser's Confidential Information and any copies thereof, and, upon Discloser's request, Recipient will certify to Discloser in writing that it has complied with the requirements of this sentence.

9. Recipient acknowledges that any breach of this Agreement may cause irreparable harm to Discloser for which monetary damages alone may be insufficient, and Recipient therefore acknowledges that Discloser shall have the right to seek injunctive or other equitable relief at Discloser's expense, including specific performance, against such breach or threatened breach, in addition to all other remedies available to it at law or otherwise.

10. This Agreement shall remain in effect for a period of eighteen (18) months from the date of the most recent disclosure of Confidential Information; provided, however, the obligations regarding confidentiality and non-disclosure set forth herein shall survive any termination or expiration of this Agreement.

11. This Agreement shall be governed by the substantive laws of the State of California, without reference to provisions relating to conflict of laws. The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement shall be an appropriate state or federal court located in

Santa Clara County, California, and the parties agree not to raise any objections or defenses based on venue or forum non conveniens.

12. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement does not create any agency or partnership relationship between the parties hereto. Recipient may not assign its rights or delegate its duties or obligations under this Agreement without Discloser's prior written consent, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties and to their successors and permitted assigns. If any provision of this Agreement is deemed void by law, the remaining provisions shall continue in full force and effect. Modifications of this Agreement must be in writing and signed by duly authorized representatives of the parties. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original and which shall together constitute one instrument. The parties and their Affiliates may execute this Agreement and any amendment hereto in the form of an electronic record utilizing electronic signatures, as such terms are defined in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. §7001 et seq.). Electronic signatures, or signatures transmitted by facsimile or electronically via PDF or similar file delivery method, shall each have the same effect as an original signature.

13. The prevailing party in any suit or action brought by one party against the other party to enforce the terms of this Agreement or any rights or obligations hereunder, shall be entitled to receive, in addition to such other relief as the court may award, its reasonable costs and expenses, including without limitation reasonable attorneys' fees, incurred in such proceeding or otherwise in connection with bringing such arbitration, suit, or action. For purposes of this Agreement, a party is "prevailing" if that party prevails on the central issue raised in the action or claim, regardless of the amount of damages awarded or otherwise owed, if any.

IN WITNESS, whereof this Agreement has been executed by the following duly authorized representatives effective as of _____ (the **Effective Date**").

Payactiv, Inc.	**Company:**
By:	By:
Name:	Name:
Title:	Title: