

PROPRIETARY INFORMATION AGREEMENT
(Mutual Disclosure of Information)

WHEREAS, the parties are discussing the “Companies” implementation of DealerX’s services and the RoiQ Inc Marketing Automation, Analytics & Attribution platform. The “agreement” necessitates an exchange of information considered confidential and proprietary.

NOW, THEREFORE, the parties hereby agree as follows:

1. “Proprietary Information” means all information, including, but not limited to, proprietary, technical, developmental, operating, financial, performance, cost, know-how, process and prospect information, and all samples, models and prototypes containing or disclosing such information. The term “Proprietary Information” shall also include (i) the fact that Proprietary Information was made available, all discussions regarding the Proposed Transaction and any of the terms, conditions or other facts related to the Proposed Transaction and (ii) all notes, analyses, compilations, studies and other documents which contain, reflect or are based upon Proprietary Information.

2. The recipient of Proprietary Information disclosed under this Agreement (the “Receiving Party”) shall (i) treat such information with the same degree of care (provided that such is at least a reasonable degree of care) to avoid disclosure to third parties as it normally uses to protect its own confidential or proprietary information; and (ii) use the Proprietary Information only for the purposes of evaluating the Proposed Transaction, unless otherwise agreed to in writing by the party disclosing the Proprietary Information (the “Disclosing Party”).

Without limiting the generality of the foregoing:

(a) The Receiving Party shall disclose Proprietary Information only to those of the Receiving Party’s employees, directors, representatives, advisors and agents who need access to such Proprietary Information for the purpose of evaluating the Proposed Transaction and to no one else;

(b) The Receiving Party shall assure that all persons who receive any of the Proprietary Information from it will abide by the terms and conditions of this Agreement as if such persons were parties hereto; and

(c) The Receiving Party acknowledges that any unauthorized disclosure or use of any Proprietary Information shall be considered a material breach of this Agreement and may result in irreparable harm to the Disclosing Party. In addition to the right to recover monetary damages for such a breach, the Disclosing Party shall have the right to seek injunctive relief from a court of competent jurisdiction.

3. There shall be no liability for breach of the restrictions contained in Section 2 on use and disclosure of Proprietary Information to the extent:

(a) such information was already in the public domain or became publicly available through no breach of this Agreement by the Receiving Party;

(b) such information was rightfully in the Receiving Party's possession without obligation of confidence prior to receipt from the Disclosing Party or if the Receiving Party lawfully obtained said information from a third party who was under no obligation of confidence;

(c) such information was independently developed by employees of the Receiving Party without use of the Disclosing Party's Proprietary Information;

(d) such information is required to be disclosed by the Receiving Party to comply with a judicial order or decree, or to comply with applicable law; provided, however, that the Receiving Party agrees to give prior written notice of such disclosure to the Disclosing Party and to take any reasonable and lawful actions available to it to avoid and/or minimize the extent of such disclosure; or

(e) such information is disclosed with the prior written consent of the Disclosing Party.

4. This Agreement shall be effective as of the Effective Date of the agreement and may be terminated by either party upon thirty (30) days' prior written notice to the other party. This Agreement shall automatically terminate two (2) years after the agreement terminates. The terms of this Agreement shall survive with respect to each item of Proprietary Information until such time that such Proprietary Information falls under one of the exclusions listed in Section 3 of this Agreement. This NDA supersedes any previously executed NDA signed by the client and/or DealerX Corp and RoiQ, Inc.

5. Upon any termination of this Agreement in accordance with its terms, each party will, within a reasonable period of time after receipt of written request from the other party hereto, return all Proprietary Information and copies thereof received from the other party under this Agreement and destroy all other Proprietary Information based thereon, except a single archival copy of all Proprietary Information may be retained by the Receiving Party's legal department for dispute resolution purposes only.

6. The Receiving Party acknowledges and understands that no warranties of any kind are given by the Disclosing Party with respect to the accuracy or completeness of the Proprietary Information.

7. Proprietary Information shall remain the sole and exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed as granting to the Receiving Party any right, title or interest in or to any patent, trademark, license, copyright or other rights of the Disclosing Party.

8. Nothing in this Agreement shall be deemed to create, either express or implied, the power in either party to bind the other. Neither party shall be bound by the actions of the other, be liable for the debts of the other, or have a right to share in the profits of the other. This Agreement is not intended to be a joint venture, partnership or other formal business organization, and neither party is under any obligation to enter into any further agreement with the other party. No binding legal obligation among the parties shall arise with respect to the Proposed Transaction unless and until the parties enter into duly negotiated and

fully executed definitive documents covering the Proposed Transaction which shall be in form and content satisfactory to all parties.

9. This Agreement shall not be construed in any manner to be an obligation to enter into any definitive agreement or to result in any claim whatsoever by one party against the other for reimbursement of cost for any efforts expended with respect to the Proposed Transaction.

10. Except as specifically set forth herein, this Agreement does not: (i) restrict either party from developing new products, improving existing products, or marketing any new, improved or existing products; or (ii) commit either party to disclose any particular information, or to develop, make, use, buy, sell, or otherwise dispose of any existing or future products, or to favor or recommend any product or service of the other.

11. No waiver of any provision of this Agreement, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a waiver in any other instance. No waiver shall be binding unless executed in writing by the party making the waiver.

12. Each party represents that it has the right to disclose its Proprietary Information in furtherance of the purpose set forth above without violating any agreement with or right of any other person. Proprietary Information may include information of a third party, provided that the third party has authorized such disclosure.

13. Each party shall comply with all applicable federal, state and local laws, regulations, rules, ordinances and decisions in its disclosure and use of Proprietary Information pursuant to this Agreement.

14. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their respective successors and assigns. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party. Any attempted assignment without such prior written consent shall be void and unenforceable. Notwithstanding the foregoing, either party, without the prior written approval of the other party, may assign its rights and obligations hereunder to a successor in ownership of substantially all of the assets of its business, provided that the successor expressly assumes in writing the performance of the terms and conditions of this Agreement.

15. This Agreement is the only agreement between the parties concerning the Proprietary Information and it supersedes and replaces any and all existing agreements, written, oral or otherwise, concerning the disclosure of Proprietary Information.

16. If any provision of this Agreement is declared invalid by any arbitration or court of competent jurisdiction, applicable statute or rule of law, then such provision shall be deemed automatically adjusted to the minimum extent necessary to conform to the requirements for validity as declared at such time and, as so adjusted, shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall be interpreted so as to best reasonably effect the original intent of the parties.

17. Proprietary Information disclosed on calls, web conferences, meetings and materials is only intended for officers and/or employees of the parties bound to this agreement. At NO TIME will any independent contractors, agencies, non company employees or consultants be permitted to attend calls, web conferences, meetings or have access to any materials disclosed by DealerX Partners LLC without the express written permission of the DealerX Partners LLC Managing Partner. In the event that the Managing Partner of DealerX Partners LLC allows any 3rd party to attend a call, web conference, meeting or have access to DealerX Partners LLC derived materials, documents, drawings, schematics or trade secrets a complete description of each person inclusive of their name, role and in what capacity they are attending and or/accessing materials must be provided to DealerX Partners LLC in writing via email and acknowledged in kind. All information disclosed shall remain the sole and exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed as granting to the Receiving Party any right, title or interest in or to any patent, trademark, license, copyright or other right of the Disclosing Party.

18. No modification to this Agreement shall be binding on either party unless such modification is in writing and signed by an authorized representative of each of the parties.

19. All notices or other communications contemplated by this Agreement shall be in writing and shall be deemed properly delivered when (i) delivered personally or (ii) mailed by registered or certified mail, postage prepaid, return receipt requested to the address of the other party set forth in the first paragraph of this Agreement or such alternative address as either party may communicate to the other from time to time in accordance with this Section 18.

20. This Agreement shall be governed by and interpreted according to the laws of the State of Florida. Any disputes arising hereunder between the parties shall be resolved by and jurisdiction shall be exclusively in the courts of the State of Florida. Venue shall be exclusively in the County of Miami-Dade, Florida.

21. Individuals of the Company that are authorized to sign this Agreement are limited to Company Owner, President, Vice President and General Manager.