

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (this “**Agreement**”), effective as of the last date set forth on the signature page (the “**Effective Date**”), is entered into by and between Unite USA Inc., a Delaware corporation (the “**Company**”), and the entity or individual whose name and notice information appear on the signature page below (such entity, together with the Company, the “**Parties**”, and each, a “**Party**”).

WHEREAS, in connection with the Parties’ discussion of a potential business arrangement (the “**Purpose**”), the Parties desire to share certain information that is non-public, confidential or proprietary in nature.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties, intending to be legally bound, agree as follows:

1. Confidential Information. Except as set forth in Section 2 below, “**Confidential Information**” means all non-public, confidential or proprietary information disclosed before, on or after the Effective Date by or on behalf of either Party (a “**Disclosing Party**”) to the other Party (a “**Recipient**”) or its affiliates, or to any of such Recipient’s or its affiliates’ employees, officers, directors, shareholders, members, agents, attorneys, accountants or advisors (collectively, “**Representatives**”), whether disclosed orally or disclosed or accessed in written, electronic, photographic, recorded or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” including, without limitation: (a) all information concerning the Disclosing Party’s customers’, suppliers’ and other third parties’, past, present and future business affairs including, without limitation, finances, employee information, supplier information, products, services, organizational structure, ownership information, investor information and internal practices, cost and pricing information, forecasts, sales and other financial results, records and budgets, proposals, reports, analyses, studies, and business, marketing, development, sales and other commercial strategies and plans; (b) all unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, unpublished patent applications and other confidential intellectual property; (c) all designs, specifications, techniques, devices, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing, whether or not the foregoing is patented, tested, reduced to practice, registered or subject to copyright; (d) all third-party confidential information included with, or incorporated in, any information provided by or on behalf of the Disclosing Party to the Recipient or its Representatives; (e) other information that would reasonably be considered non-public, confidential or proprietary given the nature of the information and the Disclosing Party’s business; and (f) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials, whether in written or oral form, electronically stored or otherwise, prepared by or for the Recipient or its Representatives that contain, refer to, incorporate, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing (collectively, the “**Notes**”).

2. Exclusions from Confidential Information. Except as required by applicable law or regulation, the term “Confidential Information” as used in this Agreement shall not include information that: (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of any breach or violation of this Agreement by the Recipient or any of its Representatives; (b) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not known by the Recipient (at the time of such disclosure) to be prohibited from disclosing such Confidential Information to the Recipient; (c) was rightfully known by or in the possession of the Recipient prior to being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement; or (d) was or is independently developed by the Recipient without reference to, use of or benefit from, in whole or in part, any of the Confidential Information.

3. Recipient Obligations. The Recipient shall, and shall cause its Representatives to: (a) protect and safeguard the confidentiality of all of the Disclosing Party’s Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Confidential Information, or permit it to be accessed or used, for any reason or purpose other than solely in connection with the Recipient’s evaluation of the Purpose, or

otherwise in any manner to the Disclosing Party's detriment; (c) except as otherwise provided in this Agreement, not disclose any such Confidential Information to any person for any reason, except to the Recipient's Representatives who: (i) need to know the Confidential Information to assist the Recipient, or act on its behalf, for purposes of evaluating the Purpose on behalf of the Recipient; (ii) are informed by the Recipient of the confidential nature of the Confidential Information; and (iii) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement; (d) comply with all applicable on-site access, remote access and related security rules and procedures of the Disclosing Party; (e) immediately notify the Disclosing Party of any unauthorized disclosure of Confidential Information or other breaches or violations of this Agreement by the Recipient or its Representatives of which the Recipient has knowledge; (f) fully cooperate with the Disclosing Party in any effort undertaken by the Disclosing Party to enforce its rights related to any such unauthorized disclosure; (g) be fully responsible and liable for any breach or violation of this Agreement by (or caused by) any of the Recipient's Representatives and (h) not alter or remove from any Confidential Information, any proprietary rights legend, copyright notice, trademark or trade secret legend, or any other legend or notice identifying the material as Confidential Information.

4. Additional Confidentiality Obligations. Except as otherwise provided in this Agreement, as required by applicable federal, state or local law or regulation, or otherwise as mutually agreed to in writing by the Parties, neither Party shall, nor permit its Representatives to, disclose to any person (a) that the Confidential Information has been made available to it or its Representatives, or that it or its Representatives have inspected any portion of the Confidential Information; (b) that discussions or negotiations may be, or are, underway between the Parties regarding the Confidential Information or the Purpose, including the status thereof; or (c) any terms, conditions or other arrangements that are being discussed or negotiated in relation to the Confidential Information or the Purpose, all of which shall be considered "Confidential Information" for purposes of this Agreement.

5. Required Disclosure. Any disclosure by the Recipient or its Representatives of any of the Confidential Information pursuant to applicable federal, state or local law or regulation or a valid order issued by a judicial, governmental or regulatory entity (a "**Legal Order**") shall be permissible; provided that, to the extent permitted by applicable law, the Recipient shall make reasonable efforts to provide the Disclosing Party with (a) prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other remedy; and (b) at the sole cost and expense of the Disclosing Party, reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure.

6. Term. This Agreement shall continue for a period of three (3) years after the Effective Date, except that the non-disclosure obligations set forth herein shall survive with respect to Confidential Information constituting trade secrets under applicable law for so long as such information so qualifies.

7. Determination Not to Proceed; Return or Destruction of Confidential Information. If either Party determines not to proceed with the Purpose, it shall promptly notify the other Party of that decision. At the Disclosing Party's request, the Recipient and its Representatives shall promptly return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed in compliance with this Section 7. In addition, the Recipient shall also destroy all copies of any Notes created by the Recipient or its Representatives and certify in writing to the Disclosing Party that such copies have been destroyed in compliance with this Section 7. Notwithstanding anything to the contrary in this Agreement, the Disclosing Party hereby agrees that the Recipient may retain (i) Confidential Information as is necessary for compliance with applicable laws, rules, regulations, court order or its internal compliance policies and (ii) any Confidential Information that it believes cannot reasonably be destroyed (such as oral communications reflecting the Confidential Information, firm electronic mail back-up records, back-up server tapes and any records of similar automated record-keeping or other retention systems). Notwithstanding the return or destruction of Confidential Information, the Recipient and its Representatives shall continue to be bound by their obligations of confidentiality and non-use hereunder.

8. No Transfer of Rights, Title or Interest. Each Party hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such

Confidential Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the Recipient or any of its Representatives.

9. No Other Obligation. The Parties agree that: (a) this Agreement does not require or compel the Disclosing Party to disclose any Confidential Information to the Recipient; (b) neither Party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, by virtue of this Agreement, except for the matters specifically agreed to herein; and (c) each of the Parties is an independent contractor and neither the execution nor the performance of this Agreement shall be construed or deemed to have established any joint venture or partnership or created the relationship of principal and agent between the Parties.

10. Remedies. Each Party acknowledges and agrees that money damages will not be a sufficient remedy for any breach or violation, or threatened breach or violation, of this Agreement by such Party or its Representatives. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or violation, or threatened breach or violation, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim. In the event that either Party institutes any legal suit, action or proceeding against the other Party arising out of or relating to this Agreement, the prevailing Party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

11. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Utah. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Utah and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

12. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses, facsimile numbers and e-mail addresses set forth on the signature page of this Agreement (or to such other address, facsimile number or e-mail address that may be designated by a Party from time to time in accordance with this Section).

13. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

14. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

16. Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void.

17. Waivers. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Definition. The term "person", as used in this Agreement, shall be broadly interpreted to include, without limitation, any individual or entity.

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

UNITE USA INC.



By _____

Name: Bill Perilli

Title: CFO

Date: 6/1/2021

Address:

217 Broadway, Floor 8

New York, NY 10007

Attention: General Counsel, Finance

E-Mail Address: legal@uniteus.com;

finance@uniteus.com

ESchool Provo School District

Entity/Individual Name: _____



By _____

Clint

Name:

Title: Principal eSchool

Date: 6/1/2021

Address: 1591 N Jordan Ave
Provo, UT 84604

E-Mail Address: clints@provo.edu

