



NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Nondisclosure and Confidentiality Agreement ("Agreement") is made by and between WINPROBE CORPORATION, a Delaware Corporation ("WinProbe") and the undersigned ("EMPLOYEE").

NOW, THEREFORE, in consideration for continued employment with WinProbe of EMPLOYEE the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

1. In the ordinary course of business, WinProbe may disclose or make known to EMPLOYEE, or EMPLOYEE may have access to, certain trade secrets and other technical and business information of WinProbe that WinProbe considers to be confidential and/or proprietary and desires to protect as confidential, including but not limited to WinProbe's business plans, product/service specifications, prototypes, computer programs, software, models, drawings, marketing plans, financial data, and customer/supplier lists (the "Confidential Information"). Additionally, certain trade secrets and other technical and business information of WinProbe's customers/clients that are considered to be confidential and/or proprietary by those customers/clients is to be protected as confidential by WinProbe Employees, including but not limited to customer/client's business plans, product/service specifications, prototypes, computer programs, software, models, drawings, marketing plans, financial data, and customer/supplier lists, shall also be considered Confidential Information. Moreover, any such information verbally disclosed by WinProbe or WinProbe's customers or clients shall also be deemed Confidential Information.

2. EMPLOYEE agrees to hold all Confidential Information in strictest confidence during his/her term of participation and at all times thereafter. EMPLOYEE agrees to keep any and all Confidential Information from being made known or disclosed to any other person other than authorized representatives of WinProbe, unless WinProbe shall give its prior written consent to such disclosure. EMPLOYEE shall not use the Confidential Information for his/her own account, or in any manner detrimental to WinProbe. EMPLOYEE agrees that he/she shall be liable for any use of the Confidential Information that is not expressly authorized or permitted by this Agreement.

3. EMPLOYEE agrees not to copy any Confidential Information unless specifically authorized in writing by WinProbe. If permission to copy is granted, EMPLOYEE will include on each copy the same confidential or proprietary notice or legend that appears on the original.

4. Upon termination of this Agreement for any reason or at any time upon WinProbe's request, all Confidential Information, together with all copies, extracts or excerpts thereof (in whatever medium) shall be returned to WinProbe or destroyed by EMPLOYEE, and EMPLOYEE shall certify in writing that all such materials have been returned or destroyed. The obligations to hold all Confidential Information in confidence will survive any termination of this Agreement.

Exhibit I

5. This Agreement does not grant and is not intended to grant to EMPLOYEE any right or license under any copyrights, inventions, or patents, or any right to use any trade secrets, now or hereafter owned, used or controlled by WinProbe. All inventions or patents are governed by a separate agreement, if any, between WinProbe and the EMPLOYEE.

6. EMPLOYEE shall not assign or transfer its rights or obligations under this Agreement without WinProbe's prior written consent. WinProbe may transfer its rights in and under this Agreement without EMPLOYEE'S consent. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All waivers, amendments or modifications to this Agreement will not be effective unless made in writing and signed by both parties. This Agreement shall be governed and construed by the internal laws of the State of Florida.

7. EMPLOYEE expressly acknowledges that any breach or violation of any of the terms of this Agreement will cause immediate and irreparable injury to WinProbe. Furthermore, EMPLOYEE expressly acknowledges that in the event of a breach, intended breach or inevitable breach of any of the terms of this Agreement by him/her, WinProbe, in addition to all other legal and equitable remedies, shall be entitled to injunctions, both preliminary and temporary, and restraining orders, enjoining and restraining such breach, intended breach or inevitable breach of this Agreement in a court of competent jurisdiction. Should such court hold any provisions of this Agreement invalid, EMPLOYEE agrees that it shall be construed and/or reformed by such court so as to be judged reasonable and enforceable unless to do so would be contrary to law or public policy. If either party brings an action to enforce or defend any provision(s) of this Agreement in a court of competent jurisdiction and secures any relief, the other party shall pay to the prevailing party all reasonable costs and expenses the prevailing party incurs in enforcing this Agreement, including the prevailing party's court costs and attorney's fees.

8. EMPLOYEE understands that this Agreement does not create any obligation on the part of WinProbe or any other person or entity to continue his/her participation for any definite term. EMPLOYEE is considered an at-will employee of WinProbe unless EMPLOYEE is given a separate participation agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed as of the day of
2016.

WINPROBE CORPORATION
11662 Lake Shore Place,
North Palm Beach,
Florida 33408

EMPLOYEE:

Name:
Address:

By:

(Signature)

(Signature)

W. Guy Scott.
President.