



SOC CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Wurkforce, Inc. ("Wurk") is pleased to provide _____ ("Recipient") with a copy of the SOC 1 Type II report (the "Report") for the period of November 1, 2021 through October 31, 2022. The Report was prepared by an independent auditor.

The Report provided to Recipient shall be subject to the terms and conditions contained herein. The Report is for the sole use of Recipient and/or its representatives, and limited to those officers, directors, or employees with a need to know the information contained therein.

The information contained in the Report is confidential and proprietary to Wurk and must be treated in accordance with the standard of care specified herein. Recipient may not make copies of the Report. Recipient is not authorized to disclose the Report or provide a copy of it to any third party without written consent of Wurk. Recipient shall keep the information confidential for so long as required by law, or for two (2) years, whichever period is longer.

Recipient recognizes that the unauthorized use or disclosure of the Report may give rise to irreparable injury to Wurk inadequately compensable in damages. Recipient hereby agrees that Wurk shall be entitled to seek and obtain injunctive relief against the breach or threatened breach of your obligations under this Agreement, without proving actual damages or posting bond or other security, and such equitable relief shall be in addition to any other legal or equitable remedies that may be available to Wurk.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to principles of choice or conflicts of laws. Recipient hereby consents to the personal jurisdiction of the State of Colorado, acknowledges that venue is proper in any state or Federal court in the State of Colorado, agrees that any action arising out of or related to this Agreement must be brought exclusively in a state or Federal court in the State of Colorado, and waives any objection Recipient has or may have in the future with respect to any of the foregoing.

This Agreement contains the entire agreement and understanding concerning the subject matter hereof between Wurk and Recipient.

Recipient warrants and represents that the undersigned has full power and authority to enter into this Agreement, to bind Recipient hereto, and to grant the rights set forth herein.

RECIPIENT

Print Name: _____

Signature: _____

Title: _____

Date: _____

