

CONFIDENTIALITY & NON DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into as of this 8th day of December, 2014 by and between **WEAVE, LLC**, (“Disclosing Party”), and _____ (“Recipient”).

WHEREAS, Recipient wishes to have access to certain proprietary, confidential and material non-public information belonging and relating to Disclosing Party and is willing to receive this information under the strict obligation of confidentiality described below.

NOW, THEREFORE, in consideration of Disclosing Party’s disclosure of information to Recipient and the promises set forth below, the parties agree as follows:

1. Confidential Information. “Confidential Information” as used in this Agreement means all information disclosed to Recipient by Disclosing Party in anticipation of and during the offering of its securities in a private placement, whether in written, electronic or oral form. Confidential Information does not include information that (a) is or becomes part of the public domain other than as a result of disclosure by Recipient; (b) becomes available to Recipient on a non-confidential basis from a source other than Disclosing Party, provided that source is not bound with respect to that information by a confidentiality agreement with Disclosing Party or is not otherwise prohibited from transmitting that information by a contractual, legal or other obligation, or (c) can be proven by Recipient to have been in Recipient’s possession prior to disclosure of the same by Disclosing Party.

2. No Disclosure or Use of Confidential Information. Recipient agrees not to disclose the Confidential Information to any other party and to use all reasonable efforts to protect the confidentiality of such information. The Confidential Information is only to be used by Recipient to evaluate a potential purchase of membership units to be sold by the Disclosing Party in a private placement.

3. Compelled Disclosure. If Recipient is requested, through legal or administrative process, to disclose any Confidential Information, Recipient must (a) disclose only that portion of the Confidential Information that Recipient’s legal counsel advises is required to be disclosed, (b) use its reasonable efforts to ensure that the Confidential Information is treated confidentially, and (c) notify Disclosing Party immediately of the request for disclosure and the items of Confidential Information to be disclosed.

4. Ownership and Return. All Confidential Information will remain the property of Disclosing Party and no right or license is granted to Recipient with respect to any Confidential Information. Upon the request of the Disclosing Party, Recipient agrees to (a) immediately return to Disclosing Party or destroy all Confidential Information, including copies of the same, and (b) destroy any memoranda, summaries, reports, documents or analyses created by Recipient that contain or are based in any way on the Confidential Information. Upon Disclosing Party’s request, the fact of any such destruction must be certified in writing to Disclosing Party by Recipient.

5. Relationship of Parties. No right or license, express or implied, is granted to Recipient with respect to any Confidential Information. Nothing in this Agreement creates an agency or partnership relationship between Disclosing Party and Recipient.

6. Standstill. Recipient agrees that while it is in possession of material nonpublic information concerning Disclosing Party, it will not purchase, sell or otherwise engage in any transaction in or related to the securities of Disclosing Party, except as described in Section 2 above. Recipient confirms that it is familiar with federal and state securities laws that prohibit the purchase or sale of securities when in the possession of material non-public information such as the Confidential

Information. Recipient hereby confirms that it will not use the Confidential Information in any manner inconsistent with those laws.

7. Attorneys' Fees. If Disclosing Party commences a lawsuit or other proceeding against Recipient to enforce any of the provisions of this Agreement or on account of any damages sustained by Disclosing Party by reason of Recipient's violation of any provisions of this Agreement, Recipient agrees that it will pay, in addition to other costs and damages, Disclosing Party's reasonable attorneys' fees.

8. Injunctive Relief. Recipient agrees that if it breaches or threatens to breach any provision of this Agreement, Disclosing Party will suffer irreparable damages and its remedy at law will be inadequate. Therefore, if Recipient threatens to breach or breaches this Agreement, Disclosing Party will be entitled, in addition to the liquidated damages provided for in Section 7 and all other remedies available to it at law or in equity, to equitable relief, including specific performance and injunctive relief to enforce any provision hereof and to restrain Recipient from using or disclosing, in whole or in part, directly or indirectly, any Confidential Information.

9. Term and Termination. This Agreement will continue in effect for a period of three years from the date hereof.

10. Miscellaneous. This Agreement will inure to the benefit of and be binding upon the parties' respective successors and permitted assigns. If any one of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired by such a finding. No waiver of any provisions of this Agreement will be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. This Agreement contains the entire agreement of the parties, supersedes any and all prior agreements, written or oral, between them relating to the subject matter hereof, and may not be amended unless agreed to in writing by each party. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Colorado (without regard to its conflict of laws provisions).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Weave, LLC

By: _____

Name: Christian Nitu

Title: CEO

Date:

By: _____

Name:

Title:

Date