

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement") is made and effective this ____ day of October, 2010 by and between _____, a _____ with a present mailing address of _____ ("XYZ"), and _____, a _____ with a present mailing address of _____ ("ABC"). XYZ and ABC are referred to collectively in this Agreement as the "Parties" and individually as a "Party".

Purpose. The Parties desire for XYZ to provide certain _____ services to clients of ABC ("**Authorized Purpose**"). In connection with this opportunity, certain trade secrets and business information proprietary to each Party and which each Party considers to be Confidential Information (as hereinafter defined) may be provided to one Party, and its affiliates ("**Receiving Party**") by the other Party, and its affiliates ("**Disclosing Party**"). This Agreement is intended to allow both Parties to have open discussions regarding the Confidential Information, while still affording complete protection of the Disclosing Party's Confidential Information against disclosure or unauthorized use.

Confidential Information. "**Confidential Information**" means any Disclosing Party proprietary information relating to: (i) the Disclosing Party's proprietary technology and products, including without limitation, technical data, trade secrets, know-how, research, product plans, ideas or concepts, products services, software, inventions, patent applications, techniques, processes, developments, algorithms, formulas, technology, designs, schematics, drawings, engineering, and hardware configuration information, (ii) proprietary information relating to the Disclosing Party's operations and business or financial plans or strategies, including but not limited to customers, customer lists, markets, financial statements and projections, product pricing and marketing, financial or other strategic business plans or information, disclosed to Receiving Party by the Disclosing Party, either directly or indirectly, in writing, orally or by drawings or inspection of samples, equipment or facilities, (iii) information received by the Disclosing Party from third parties under confidential conditions which information is identified by the Disclosing Party as being subject to such conditions, and (iv) the Disclosing Party's "**Trade Secrets**" which means information which derives economic value, actual or potential, from not being generally known to, or readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. "Confidential Information" shall *not* include any information that: (i) is or subsequently becomes publicly available without the Receiving Party's breach of any obligation owed the Disclosing Party; (ii) became known to the Receiving Party prior to the Disclosing Party's disclosure of such information to the Receiving Party; (iii) became known to the Receiving Party from a source other than the Disclosing Party or its affiliates or advisors other than by the breach of an obligation of confidentiality owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party without violating any of its obligations under this Agreement.

Ownership and Non-Disclosure of Confidential Information. The Confidential Information, and all rights thereto, which have been or will be disclosed by the Disclosing Party to the Receiving Party shall remain the exclusive property of the Disclosing Party and shall be held in trust by the Receiving Party for the Disclosing Party. The Receiving Party will keep all Confidential Information of the Disclosing Party confidential and will not, directly or indirectly, commercially exploit the Confidential Information of the Disclosing Party or use same for any other purpose, except for the Authorized Purpose. The Receiving Party shall take all reasonable action and shall take at least the same commercially reasonable precautions as it takes to prevent the disclosure of its own Confidential Information, to prevent the disclosure to third parties of the Confidential Information of the Disclosing Party. The Receiving Party shall

only have the right to disclose the Confidential Information to its employees, agents, consultants and professional advisers on a “need to know” basis for the Authorized Purpose. The Receiving Party shall, prior to disclosing any Confidential Information to any such person, issue appropriate instructions to them and obtain all necessary undertakings to ensure that such persons comply with the confidentiality and use obligations and restrictions contained in this Agreement with respect to the Confidential Information of the Disclosing Party.

No Licence. Nothing in this Agreement shall be construed as granting any rights to Receiving Party under any patent or copyright, nor shall this Agreement be construed to grant the Receiving Party any rights in or to the Disclosing Party’s Confidential Information, except the limited right to review such Confidential Information solely for the Authorized Purpose.

Disclaimer. The Disclosing Party does not make any representation, warranty or guarantee whatsoever to the Receiving Party with respect to the Disclosing Party’s Confidential Information. The Disclosing Party shall not be liable for any errors or omissions in its Confidential Information or the results of the use of its Confidential Information.

Required Disclosure. If the Receiving Party becomes legally required to disclose any Confidential Information, the Receiving Party will give the Disclosing Party prompt notice of such fact so that the Disclosing Party may obtain a protective order or other appropriate remedy concerning any such disclosure and/or waive compliance with the non-disclosure provisions of this Agreement. The Receiving Party will fully cooperate with the Disclosing Party in connection with the Disclosing Party’s efforts to obtain any such order or other remedy. If any such order or other remedy does not fully preclude disclosure or the Disclosing Party waives such compliance, the Receiving Party will make such disclosure only to the extent that such disclosure is legally required and will use its best efforts to have confidential treatment accorded to the disclosed Confidential Information.

Term. The restrictions on use and disclosure of Confidential Information shall survive for a period of 18 months after the termination of the Parties’ business relationship. However, with respect to Confidential Information that constitutes a Trade Secret, the restrictions set forth in this Agreement shall continue in effect for so long as such information remains a Trade Secret.

Return of Confidential Information. The Receiving Party shall immediately upon notice from the Disclosing Party, discontinue use of the Confidential Information of the Disclosing Party and return within 10 days of receipt of notice from the Disclosing Party requesting the return of the Disclosing Party’s Confidential Information all tangible forms of such Confidential Information, and all copies thereof, which may be or have been in the Receiving Party’s possession. Except as otherwise required by law, the Receiving Party shall promptly redeliver or destroy all material containing or reflecting any information contained in the Confidential Information and will not retain any copies, extracts, or other reproductions of such written material. Subject to the foregoing exceptions, all documents, memoranda, notes, or other writings whatsoever, prepared and based on the information contained in the Confidential Information shall be returned or destroyed. If Confidential Information is destroyed, the Receiving Party will provide written certification signed by one of its senior officers that such Confidential Information has been destroyed.

Injunctive Relief. The Receiving Party acknowledges and agrees that the breach by it of any of the Receiving Party’s confidentiality obligations hereunder may cause serious and irreparable harm to the Disclosing Party which could not adequately be compensated for in damages. Each

of the Parties therefore consents to an order specifically enforcing the provisions of this Agreement, or an order of injunction being issued against it restraining it from any further breach of such provisions and agrees that such injunction may be issued against it without the necessity of an undertaking as to damages by the other Party. The provisions of this section shall not derogate from any other remedy which a Party may have in the event of such a breach.

Notices. Any notice which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if mailed by prepaid registered mail, faxed or served personally upon the Party for whom it is intended, addressed to the President of the other Party at the address or fax number first above written. The date of receipt of any notice, if served personally or by fax, shall be deemed to be the date of delivery thereof and, if mailed, the third business day after delivery.

Further Assurances. Each Party at all times, and from time to time, and upon every reasonable written request to do so, shall make, do, execute, deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be required for more effectually implementing and carrying out the true intent and meaning of this Agreement.

Assignment. Neither Party may assign this Agreement or any of the rights, entitlements, duties or obligations arising from it without the prior written approval of the other Party, which approval may be unreasonably or arbitrarily withheld, unless in connection with the sale of substantially all of the assets of the assigning Party or to an affiliate of such Party. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of the Parties.

No Obligation. Neither Party has any obligation under this Agreement to complete any transaction or provide, accept, purchase or offer for sale any products or services to or from the other Party. Furthermore, the Parties agree that any future relationship between them may not be exclusive.

Enforcement. Delay or failure to exercise any right or remedy hereunder shall not impair such right or remedy or be construed as a waiver thereof or as acquiescence in a breach of this Agreement. Any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy.

Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Maryland (excluding any conflict of laws rule or principle which might refer such construction to the laws of another jurisdiction) and shall be treated in all respects as a Maryland contract. Each Party irrevocably submits to the non-exclusive jurisdiction of the federal or state courts located in Maryland with respect to any matter arising hereunder or related hereto.

Interpretation. The headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation hereof. Words expressed in the singular include the plural and vice-versa and words in one gender include all genders. The Parties agree that this Agreement constitutes the complete and exclusive statement of the terms and conditions between them covering the performance thereof and cannot be altered, amended or modified except in writing executed by the Parties to be bound thereby. Any representation, warranty or

condition, written or otherwise, not expressly contained in this Agreement or in an authorized written amendment thereto shall not be enforceable by either Party.

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first written above.

XYZ

ABC

By: _____

By: _____