

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “Agreement”) is made as of XXXXX (the “Effective Date”) by Company Name and Company Name (individually a “Party” and collectively the “Parties”).

The Parties desire to explore the possibility of entering into and may enter into one or more business transactions (the “Transaction”) and, in connection therewith, each Party may furnish certain of its Confidential Information (as defined below) to the other Party. The intent of this Agreement is to allow the Parties to explore and possibly consummate the Transaction while protecting each Party’s Confidential Information against unauthorized disclosure or use.

As a condition to and in consideration of a Party being furnished with Confidential Information of the other Party, each Party hereby agrees as follows:

1. Definition of Confidential Information. “Confidential Information” means any confidential information concerning the business or property of the party disclosing the information (the “Disclosing Party”) including: (i) information relating to the Disclosing Party’s technology, products, and services, including, without limitation, technical data, trade secrets, know-how, research, product or service plans, ideas or concepts, software, inventions, techniques, processes, developments, algorithms, formulas, designs, schematics, drawings, and engineering information, and (ii) information relating to the Disclosing Party’s operations, business, financial plans or strategies, including, but not limited to, customers, customer lists, markets, financial statements, projections, pricing, and marketing, financial and other strategic business plans or information, directly or indirectly disclosed by the Disclosing Party to the other Party (the “Receiving Party”) whether orally or visually . The term “Confidential Information” does not include any of the foregoing that: (a) is or becomes generally available to the public, other than as a result of a disclosure by the Receiving Party or any of its Representatives in violation of this Agreement; or (b) is either (i) known to the Receiving Party prior to being furnished by the Disclosing Party, or (ii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives; provided that the source was not prohibited by any legal, contractual, or fiduciary obligation to the Disclosing Party or any third party from disclosing the Confidential Information.

2. Maintenance of Confidentiality. The Receiving Party: (a) will use the Confidential Information of the Disclosing Party solely for the purpose of evaluating the Transaction, (b) will keep such Confidential Information confidential, and (c) will not, without the prior written consent of the Disclosing Party, disclose it in any manner whatsoever, in whole or in part. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information of the Disclosing Party to its directors, officers, employees, agents and advisors (the “Representatives”) who need to know such information for the purpose of evaluating and consummating the Transaction, provided that the Receiving Party informs such Representatives of the confidential nature of the Confidential Information, and such Representatives agree to act in accordance with the terms and conditions of this Agreement. Upon the request of the Disclosing Party, the Receiving Party will promptly notify the Disclosing Party in writing of the name of each Representative to whom the Receiving Party has disclosed or intends to disclose Confidential Information. The Receiving Party will be responsible for any breach of this Agreement by any of its Representatives. The provisions of this Agreement regarding disclosure and use of Confidential Information shall survive the termination of this Agreement.

3. Non-Disclosure of Transaction. Without the prior written consent of each Party, neither Party nor its Representatives will disclose the fact that Confidential Information has been made available to it,

the fact that discussions or negotiations are taking place or have taken place concerning the Transaction, or any of the terms, conditions, or other information with respect to the Transaction.

4. **No Representations or Warranties.** Although each Party will endeavor to include in the Confidential Information material known to it that it believes to be relevant for the purpose of evaluating and consummating the Transaction, the Parties acknowledge and agree that neither the Disclosing Party nor its Representatives have made or make any representation or warranty as to the accuracy or completeness of the Confidential Information. It is agreed that neither the Disclosing Party nor its Representatives will have any liability resulting from the use by the Receiving Party of such Confidential Information, errors therein, or omissions therefrom. Unless and until a definitive agreement between the Parties has been executed and delivered, neither Party will be under any obligation with respect to the Transaction by virtue of this Agreement or any written or oral expression with respect to the Transaction, except with respect to the matters specifically agreed to in this Agreement. Only those representations or warranties that are made in a final definitive agreement regarding the Transaction when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have legal effect.

5. **Return of Information.** All Confidential Information of a Disclosing Party will be and remain solely the property of the Disclosing Party. Upon request of the Disclosing Party, the Receiving Party will promptly return or destroy all Confidential Information of the Disclosing Party furnished to it by or on behalf of the Disclosing Party, including all copies, memoranda and other writings or recordings prepared by the Receiving Party or its Representatives based upon, containing or otherwise reflecting any Confidential Information. Any such destruction shall be confirmed in writing by the Receiving Party. Any Confidential Information that is not returned or destroyed, including any oral Confidential Information, will continue to be kept confidential and subject to the terms of this Agreement.

6. **Acknowledgement of Copyright Claim.** Without limitation to the foregoing, if Company Name is submitting concepts, ideas, scripts, treatments, story boards, or the like as the Disclosing Party, the Receiving Party hereby acknowledges that Company Name claims copyrights to that work, and will treat any unauthorized use thereof by Receiving Party or its agents as a willful infringement.

7. **Mandatory Disclosure.** In the event a Receiving Party or any of its Representatives is legally compelled to disclose Confidential Information of the Disclosing Party, the Receiving Party shall promptly notify the Disclosing Party of each such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In any such event, the Receiving party will only disclose such Confidential Information that it is advised by counsel is legally required to be so disclosed and exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information.

8. **Right to Terminate Access.** Either Party may terminate access to its Confidential Information at any time. Either Party will be free to initiate or terminate discussions with, solicit offers, and negotiate the terms of and consummate transactions with the other Party or any other person or entity, as such Party in its sole discretion may determine. Neither the furnishing of Confidential Information by either Party nor any provision of this Agreement will be deemed to obligate either Party to enter into any further agreement or negotiation with the other.

9. **Specific Performance; Attorneys' Fees.** It is agreed that money damages would not be a sufficient remedy for any breach of this Agreement, and the non-breaching Party will be entitled to injunctive relief, specific performance, and/or other appropriate equitable remedy for any such breach. Such remedy will not be deemed to be the exclusive remedy for breach of this Agreement but will be in addition to all of the remedies available under law and in equity. In the event of such breach, the non-

breaching Party will be entitled to payment of reasonable legal fees and disbursements, court costs, and other expenses of protecting its interests hereunder.

10. Securities Laws Restrictions. Each Party is aware, and will advise its Representatives, that United States securities laws prohibit any person who has received from an issuer material, non-public information from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

11. Miscellaneous.

a. Governing Law. This Agreement will be governed and construed in accordance with the internal laws of the State Name, without regard to conflict of law principles.

b. No Waiver. No failure or delay in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any such right, power, or privilege.

c. Amendment. No amendment or modification of this Agreement will be effective unless set forth in a written instrument signed by the Parties.

d. Successors and Assigns; Assignment. This Agreement will be binding on and inure to the benefit of each Party's successors and assigns, but may not be assigned without the prior written consent of the other Party.

e. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which when taken together will be deemed to constitute one and the same instrument.

f. Term. This Agreement will terminate one year after the Effective Date.

Company Name

By: _____

APPROVED AND ACCEPTED ON June 22, 2011 BY:

Company Name

By: _____

Name: _____

Title: _____