

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made by and between _____ ("Company"), and Securolytics, Inc., and is effective as of _____ (the "Effective Date").

WHEREAS the parties may exchange Confidential Information (defined below) in connection with discussions of a possible transaction between them or a potential business opportunity;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

- 1. Definitions:** The party (and/or any of its affiliates) disclosing Confidential Information shall be referred to herein as the "Discloser." The party (and/or any of its affiliates) receiving Confidential Information from the Discloser shall be referred to herein as the "Recipient."
- 2. Description of Confidential Information:** For purposes of this Agreement, Confidential Information means any information disclosed directly or indirectly in writing, orally, by the Recipient's visual inspection or mental impression and/or to which any of the parties may have access during the Disclosure Period that is marked as confidential or proprietary or should be reasonably understood to be confidential or proprietary to the Discloser or Discloser's clients, suppliers or vendors, including, but not limited to, information concerning each party's business, products, services, content, finances, subscribers, source code, product designs and plans, customer lists and other marketing and technical information and other unpublished information, as well as any trade secrets (as such term is defined by applicable law).
- 3. Disclosure Period:** This Agreement pertains to the Confidential Information disclosed and/or to which the parties may have access from the Effective Date until the earlier of (i) termination of dealings between the parties or (ii) a definitive agreement is entered into between the parties hereto which will then govern the treatment of confidential information thereafter.
- 4. Use of Confidential Information:** The Recipient shall make use of the Confidential Information only in accordance with the provisions of this Agreement and for the purpose of evaluating a possible transaction or potential business opportunity between the parties. Recipient shall not use the Confidential Information of the Discloser for its own use or for any purposes except those purposes expressly set forth above. Recipient shall not copy, alter, modify, disassemble, reverse engineer or decompile any of the materials unless permitted in writing by Discloser. Recipient shall protect the confidentiality of, and take all reasonable steps to prevent disclosure of, the Confidential Information of Discloser and shall prevent such information from falling into the public domain or the possession of unauthorized persons.
- 5. Confidentiality Period:** This Agreement and Recipient's duty to hold Confidential Information in confidence expires five (5) years from the end of the period specified in paragraph 3, except in the case of trade secrets, whereby the confidentiality obligations contained herein shall apply for as long as applicable law allows.

6. Standard of Care: Recipient shall protect the Confidential Information from disclosure and/or access by any person other than its employees and agents who have a need to know by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized access, dissemination, publication or use of the Confidential Information as Recipient uses to protect its own confidential information of a like nature. Recipient undertakes to notify Discloser promptly, in writing, of any unauthorized access, disclosure or use of the Confidential Information or any other breach of this Agreement as soon as Recipient becomes aware of such breach and will cooperate with Discloser to regain possession of the Confidential Information and prevent its further unauthorized access, disclosure or use.

7. Exclusions: This Agreement imposes no obligation upon Recipient with respect to Confidential Information that: (a) was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) is disclosed by Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by Recipient; (f) is disclosed under operation of law, except that the Recipient will disclose only such information as is legally required and will provide Discloser prompt notice of the applicable subpoena or court order such that Discloser will have the opportunity to seek a protective order; or (g) is disclosed by Recipient with Discloser's prior written approval.

8. Rights: Each party expressly undertakes to permanently respect the copyrights, patents, trademarks, trade secrets and other intellectual property rights of the other party and/or its suppliers. Each Recipient acknowledges that the Confidential Information is and shall remain the sole and exclusive property of the Discloser. Neither party shall acquire any intellectual property rights under this Agreement except the limited rights necessary to carry out the purposes set forth in paragraph 4. This Agreement shall not restrict reassignment of Recipient's employees, or in any manner affect or limit either party's present and future business activities of any nature, including business activities that could be competitive with Discloser. Nothing in this Agreement will be construed as a representation or agreement that the Recipient will not develop or have developed for it products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.

9. Return of Confidential Information: At any such time as Discloser may so request, the Recipient will, at Discloser's option and request, either return or destroy (and/or provide written proof of the destruction thereof) of all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information).

10. Injunctive Relief: The Recipient acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Discloser for which monetary damages may be difficult to ascertain or an inadequate remedy. The Recipient therefore agrees that the Discloser will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief to prevent the unauthorized use or disclosure, whether existing, imminent or threatened, of its Confidential Information, in addition to any other remedies which may be available to it. All remedies shall be cumulative and all such remedies

may be exercised from time to time and as often and in such order as the injured party deems expedient.

11. Nonwaiver: Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

12. Miscellaneous:

(a) This Agreement does not create any agency or partnership relationship.

(b) This Agreement constitutes and represents the entire agreement between the parties as to its subject matter and supersedes the parties' prior written or oral agreements. All additions or modifications to this Agreement must be made in writing and must be signed by an authorized representative of each party.

(c) This Agreement shall be construed according to the laws of the state of New York without regard to its conflicts of laws principles, provided that, to the extent Company is the Discloser, the laws of the state of Georgia shall apply in determining the protection available to Company's Confidential Information, and, to the extent the Discloser is the Company, the law of the state of the Company's principal business address, as indicated above, shall apply in determining the protections available to the Company's Confidential Information.

(d) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

(e) Neither party may assign all or any portion of this Agreement or any rights or obligations hereunder without the prior written consent of the other party and any such attempted assignment shall be void.

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

Company:

Securolytics, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____