

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is entered into and effective as of the last date of signature hereto by and between BlendCham Consulting LLC, a LLC corporation/partnership/individual with its principal place of business at Atlanta GA (the "**Company**"), and **Acuant, Inc.**, a Delaware corporation with its principal place of business at 6080 Center Drive, Suite 850, Los Angeles, CA 90045 ("**Acuant**").

The parties will be discussing a potential transaction concerning integration & pricing (the "**Purpose**") and in the course of their discussions, may disclose to each other Confidential Information (as hereinafter defined).

NOW, THEREFORE, in consideration of the foregoing, the Company and Acuant mutually agree as follows:

1. For purposes of this Agreement, the following terms shall have the following meaning:
 - 1.1 "**Confidential Information**" shall mean all information and images disclosed orally, in writing or electronically which the Receiving Party knows or has reason to know may be confidential by the very nature of the information or the method by which such information was transmitted including, without limitation, data, technology, know-how, inventions, discoveries, designs, processes, formulations, models, equipment, algorithms, software programs, interfaces, documents, images, specifications, information concerning research and development work, and/or trade and business secrets. Confidential Information will also include information disclosed by the Disclosing Party which relates to current, planned or proposed products, marketing and business plans, forecasts, projections and analyses, financial information, and customer information. Each party shall determine in its sole discretion what information and materials it shall disclose to the other party. Confidential Information shall also include information which was not intentionally disclosed by the Disclosing Party but comes into the Receiving Party's possession as a result of being on the Disclosing Party's premises.
 - 1.2 "**Disclosing Party**" shall mean the party that either owns or has the authority to disclose the Confidential Information and discloses it to the other party hereto.
 - 1.3 "**Receiving Party**" shall mean the party that receives the Confidential Information of the other party hereto.
2. The Receiving Party agrees that it will not copy or use the Confidential Information except for the Purpose defined herein. Unless otherwise provided in this Agreement, the Receiving Party shall not acquire any rights in the Confidential Information. This Agreement grants no license by either party to the other, either directly or by implication, estoppel or otherwise.
3. The Receiving Party agrees that it shall hold all Confidential Information in strict confidence and take all reasonable steps to safeguard the Confidential Information including, without limitation, those steps that it takes to protect its own Confidential Information of a similar nature but in no event with less than a reasonable standard of care.
4. The Receiving Party agrees to limit its disclosure of Confidential Information only to those of its employees who need to know such information and who have signed a written agreement with the Receiving Party binding them to terms and conditions substantially similar to those of this Agreement. The Receiving Party shall not disclose any Confidential Information to any third party without the prior written approval of the Disclosing Party and the Receiving Party shall remain liable for any breach of this Agreement by such third parties.