

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (hereinafter this "Agreement"), is entered into this _____ day of _____ 20__, by and between World Wide Technology, LLC and Affiliates (together with its Affiliates, "WWT"), and _____ ("Company"). For purposes of this Agreement, "Affiliates" means, with respect to a Party, any person or entity directly or indirectly controlling, controlled by or under common control with each Party. Both WWT and Company shall be collectively referred to as the "parties."

WHEREAS, the parties wish to engage in discussions concerning a potential business arrangement between the parties, which discussions will involve the disclosure of Proprietary Information (defined below).

NOW THEREFORE, in consideration of these premises and of the mutual promises and covenants herein, it is hereby agreed as follows:

1. As used herein, "Proprietary Information" shall mean all information, written, electronic or oral, relating to the business, operations, plans, services, facilities, processes, software, methodologies, technologies, intellectual property, research and development, clients and suppliers, partners, principals, employees, consultants and authorized agents of a party (the "disclosing party") that is supplied by or on behalf of the disclosing party to the other party (the "receiving party" or "recipient") or otherwise acquired by the receiving party during the course of dealings between the parties or otherwise. Proprietary Information shall not include information which the receiving party can demonstrate: (a) is or becomes publicly known through no wrongful act of the receiving party; (b) is already known to the receiving party as evidenced by competent proof thereof; (c) is rightfully received by the receiving party from a third party without restriction to disclosing party as to any Proprietary Information and without breach of this Agreement; or (d) is independently developed by the receiving party without reference to or use of the Proprietary Information.
2. The receiving party shall only use the Proprietary Information for the purposes contemplated by this Agreement. The recipient may not disclose the other's Proprietary Information to third persons without the disclosing party's prior written consent, provided that the recipient may disclose the disclosing party's Proprietary Information to its employees and authorized agents, subcontractors, partners, principals and consultants on a need-to-know basis. The recipient shall be responsible for ensuring that any of its employees, authorized agents, subcontractors, partners, principals and consultants who receive Proprietary Information comply with the foregoing obligations.
3. The recipient of Proprietary Information shall exercise the same degree of care with respect to the disclosing party's Proprietary Information as the recipient normally takes to safeguard and preserve its own proprietary information, provided that in no event shall the degree of care be less than a reasonable degree of care. Upon discovery of any prohibited use or disclosure, the recipient of Proprietary Information shall immediately notify the disclosing party in writing and shall make its best efforts to prevent any further prohibited use or disclosure; however, such remedial actions shall in no manner relieve the recipient's obligations or liabilities for breach hereunder.
4. Should the receiving party be required to disclose Proprietary Information by order of a government agency or bureau or a court of law or equity with competent jurisdiction over the receiving party, receiving party may make such disclosures, provided that it will first have provided the disclosing party with prompt written notice of such required disclosure and will take reasonable steps to allow the disclosing party to seek a protective order with respect to the Proprietary Information required to be disclosed. The recipient will promptly cooperate with and assist the disclosing party, at the disclosing party's expense, in connection with obtaining such protective order.
5. Unless otherwise agreed to by the parties in writing, this Agreement shall become effective, upon signature by both parties hereto, as of the effective date first written above and shall apply only to Proprietary Information disclosed by the disclosing party during the period of two (2) years following the effective date ("the term of this Agreement"). The obligations of confidentiality hereunder shall survive the expiration of the term of this Agreement for a period of five (5) years; provided, however, that with respect to any Proprietary Information that qualifies as a trade secret under applicable law, the obligation of confidentiality with respect to such trade secrets shall survive for so long as such items remain trade secrets.

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6. Upon the request of the disclosing party or upon termination of this Agreement, whichever is sooner, the receiving party shall cease use of Proprietary Information received from the other party, and shall destroy all such Proprietary Information, including copies thereof, and shall furnish the disclosing party with written certification of destruction, or, upon request of the disclosing party, shall return such Proprietary Information to the disclosing party. Nothing contained in this Agreement shall be deemed to prohibit the receiving party from engaging in the business activities it engaged in prior to the date hereof, or using the business methods and practices it used prior to the date of this Agreement.
7. Each party shall bear all costs and expenses incurred by it in complying with this Agreement. The parties hereto shall be deemed to be independent contractors and the employees, agents or other representatives of one party shall not be deemed to be employees, agents or other representatives of the other. This Agreement shall not be interpreted as a joint venture, partnership, agency relationship, or formal business organization of any kind.
8. Each party shall retain ownership of its Proprietary Information. No license or conveyance of any rights held by either party under any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by this Agreement or by the disclosure of any Proprietary Information pursuant to this Agreement.
9. THE PARTIES HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY AND ALL OF THEIR RESPECTIVE PROPRIETARY INFORMATION. NEITHER PARTY SHALL BE LIABLE IN DAMAGES OF ANY KIND AS A RESULT OF THE OTHER PARTY'S RELIANCE ON OR USE OF ANY PROPRIETARY INFORMATION, UNLESS SUCH RELIANCE OR USE IS EXPRESSLY PERMITTED IN A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.
10. This Agreement shall be binding on the successors in interest and permitted assigns of both parties. Company shall not assign (by operation of law or otherwise) this Agreement without the prior written consent of WWT (such consent not to be unreasonably withheld), and any assignment made without such consent will be void and of no effect as between the parties.
11. The parties hereby acknowledge that, due to the unique nature of the Proprietary Information, the disclosing party's remedies at law are inadequate and that the disclosing party will suffer irreparable harm in the event of breach or threatened breach of any provision of this Agreement. Accordingly, in such event, the disclosing party shall be entitled to seek preliminary and final injunctive relief without a requirement to post bond, as well as any and all other applicable remedies at law or in equity, including the recovery of damages.
12. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and other provision hereof shall be valid and enforced to the fullest extent permitted by law.
13. The failure to enforce or exercise at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement, or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with its terms.
14. This Agreement shall be subject to, and construed in accordance with, the laws of the State of Missouri without regard to the conflict of law provisions thereof. Any litigation involving any noncompliance with or alleged breach of this Agreement shall be filed and conducted exclusively in Missouri. The parties agree to comply with applicable laws and regulations, including U.S. Export Laws and Regulations, relating to the subject matter of this Agreement.
15. This Agreement (including all attachments, exhibits and annexures hereto, if any) contains the entire understanding between the parties, superseding all prior or contemporaneous communications, agreements,

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and understandings between the parties with respect to the subject matter hereof. This Agreement may not be modified, amended or changed in any manner except by written amendment executed by each of the parties hereto.

16. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by mail or any electronic means shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

World Wide Technology, LLC

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____