



MUTUAL NONDISCLOSURE AGREEMENT

Nexius Solutions, Inc., a Delaware corporation, with offices at 2595 N. Dallas Parkway, Suite 300, Frisco, Texas 75034 (hereinafter referred to as "Nexius") and _____, with offices located at _____ (hereinafter referred to as "_____"), collectively known as the "Party" or "Parties", hereby agree to the terms of this Nondisclosure Agreement (hereinafter referred to as "the Agreement"), as follows, effective as of _____ (the "Effective Date"):

The Parties acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secret information, considered to be confidential, valuable and proprietary by Discloser, for the purpose of evaluating a potential business relationship in connection with Nexius' services and solutions for Nexius customers (the "Project").

Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, screenshots, User Interfaces, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or any of their third party suppliers or agents, and also includes the fact that such information has been provided by the Discloser, the fact that the Parties are discussing the Project and any terms, conditions or other facts with respect to the Project (collectively Discloser's "Information"). Information provided by one Party to the other before execution of this Agreement and in connection with the Project is also subject to the terms of this Agreement. "Affiliates" means any entity owned in whole or in part, now or in the future, directly or indirectly through a subsidiary, by a party hereto or under common ownership, in whole or in part, with a Party, unless such Affiliate is in competition with the Discloser.

IN CONSIDERATION of the mutual promises and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care.
2. Recipient agrees to use Information solely in connection with the Project and for no other purpose. Recipient may provide Information only to Recipient's employees who: (a) have a substantive need to know such Information in connection with the Project; (b) have been advised of the confidential and proprietary nature of such Information; and (c) have personally agreed with Recipient in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment.
3. Information will be provided to Recipient in written or other tangible or electronic form and must be marked with a confidential and/or proprietary notice. Information orally or visually

provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such disclosure. Information also includes all information concerning the existence and progress of the Parties' dealings and the identity of Parties' vendors and strategic partners, regardless of whether any such information is marked or otherwise identified in writing as confidential.

4. Discloser's Information does not include:

- a) any information publicly disclosed by Discloser;
- b) any information Discloser in writing authorizes Recipient to disclose without restriction;
- c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential;
- d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; or
- e) any information Recipient independently develops without use of or reference to Discloser's Information.

5. If Recipient becomes legally obligated to disclose Information by any governmental entity with jurisdiction over it, Recipient will give Discloser prompt written notice to allow Discloser to seek a protective order or other appropriate remedy. Such notice must include, without limitation, identification of the information to be so disclosed and a copy of the order. Recipient will disclose only such information as is legally required and will use its reasonable best efforts to obtain confidential treatment for any Information that is so disclosed. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.

6. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and/or proprietary notice as appears on the original.

7. Information remains at all times the property of Discloser. Upon Discloser's written request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.

8. Recipient will not identify Discloser, its Affiliates or any other owner of Information in any advertising, sales material, press release, public disclosure or publicity without prior written authorization by Discloser. No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to Recipient.

9. The term of this Agreement and the Parties' obligations hereunder commence on the Effective Date and extend with regard to all Information until five (5) years after the date of final disclosure of Information hereunder. Thereafter, the Parties' obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law. The Parties acknowledge and agree that personally identifiable customer information is a trade secret and shall be protected as such.

10. The Parties may terminate this Agreement, prior to its expiration, by a mutual written agreement. Upon expiration or earlier termination thereof, Recipient shall promptly cease all use of the Information.

11. This Agreement is not a commitment by either Party to enter into any transaction or business relationship, nor is it an inducement for either Party to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by both Parties. Each Party shall act as an independent contractor and not as an agent of the other Party for any purpose, and neither shall have the authority to bind the other.

12. Discloser warrants that it has the right to disclose the Information to Recipient and agrees to indemnify and hold harmless Recipient from all claims by a third party related to the wrongful disclosure of such third party's information. All other warranties, whether express or implied, are disclaimed. Discloser does not represent or warrant the accuracy or completeness of the Information. All Information is provided "as is" with all faults. In no event shall Discloser be liable for the accuracy or completeness of the Information and neither Party shall be liable for indirect, incidental, consequential, or punitive damages of any nature or kind resulting from or arising in connection with this Agreement.

13. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser and its Affiliates irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.

14. No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege.

15. If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.

16. This Agreement is binding upon and inures to the benefit of the Parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be. Notwithstanding the foregoing, neither Party shall be entitled to assign or transfer all or any of its rights, benefits and/or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. For purposes of this Agreement, any corporate merger, acquisition, consolidation or transfer to an affiliate shall not be considered an assignment.

17. Any notices or other communications that are required or permitted hereunder shall be sufficient if given in writing to the recipient at its address set forth in the introductory paragraph and either: (a) delivered in person; (b) sent by facsimile; or (c) sent via electronic mail for such Party with a confirmation telephone call to the number specified below, in each case specifically referencing a notice given under this Agreement; provided, however, that a copy of any notice asserting a material breach or default or terminating this Agreement will also be delivered in writing by overnight courier. All such notices shall be deemed to have been given on the first business day after the date on which the notice was actually delivered to the

other Party. Either Party may, from time to time, change the address to which notices to it are to be sent by giving notice thereof to the other Party in accordance with this Section.

18. This Agreement shall be deemed executed in the Commonwealth of Virginia, U.S.A., and is to be governed and construed by Virginia law, without regard to its choice of law provisions. The Parties agree that jurisdiction and venue for any action to enforce this Agreement are properly in the applicable federal or state court for Virginia.

19. Both Parties will comply with all applicable federal, state, and local statutes, rules and regulations, including, but not limited to, United States export control laws and regulations as they currently exist and as they may be amended from time to time.

20. Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express, implied in fact or in law.

21. This Agreement is the entire agreement between the Parties hereunder and may not be modified or amended except by a written instrument signed by both Parties. Each Party has read this Agreement, understands it and agrees to be bound by its terms and conditions. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

IN WITNESS WHEREOF, the Parties' authorized representatives have signed this Agreement:

[Company Name]

Signature: _____

Name: _____

Title: _____

Nexius Solutions, Inc.:

Signature: _____

Name: _____

Title: _____