

## MUTUAL NONDISCLOSURE AGREEMENT

This Agreement (the "Agreement") is entered into and is effective as of Jan 1, 2014 the "Effective Date") between "A&D Engineering, Inc. ("A&D")", with offices at 1756 Automation Parkway, San Jose, California, 95131, and 3 Net Wide, Inc (the "Company") with offices at 10638 Knollton Run, Fort Wayne, IN 46818

Whereas, A&D and Company are engaged in discussions in contemplation of a business relationship or transaction or in furtherance of a business relationship or transaction, and may disclose to each other information of a confidential nature, and the parties wish to establish mutual obligations with respect to such confidential information.

NOW, THEREFORE, Company and A&D mutually agree as follows:

1. **Definition of Confidential Information.** "Confidential Information" means any and all technical and business information, documents and materials related to the current, future and proposed products, services and business of each of the parties. Information disclosed by the disclosing party ("Discloser") will be Confidential Information only if it is designated in writing as "confidential" or "proprietary" when communicated, or within thirty (30) days after disclosure, if disclosed orally. Confidential Information shall not include information that: (a) Is or becomes generally available to the public through no fault or breach of the receiving party ("Recipient"); (b) Is already in the lawful possession of Recipient, without restriction on disclosure, prior to receipt from Discloser; (c) Is independently developed by or on behalf of Recipient without use of any Confidential Information; (d) Is rightfully disclosed to Recipient by a third party without restriction on disclosure; or (e) Is generally made available to third parties by Discloser without restriction on disclosure.
2. **Non-Disclosure and Use Restrictions.**
  - a. Each party, as Recipient, agrees to hold the Confidential Information of the other party, as Discloser, in confidence and not disclose the same to any third party, not authorized to receive the same, without the prior written consent of Discloser. Recipient further agrees to treat all Confidential Information of Discloser with the same degree of care that Recipient uses to protect its own Confidential Information of a similar nature, but not less than reasonable care. Recipient agrees to disclose Discloser's Confidential Information only to its employees and/or consultants on a legitimate "need-to-know" basis provided that each such employee or consultant is bound by confidentiality obligations substantially similar to those contained herein. Recipient agrees to use any Confidential Information of Discloser at any time only for purposes of evaluating internally whether to enter into a business relationship or transaction with Discloser or for purposes of furthering such business relationship or transaction with Discloser, and for no other purpose. Recipient agrees not to reverse engineer, decompile or disassemble any of Discloser's Confidential Information or any products or tangible materials containing Discloser's Confidential Information.
  - b. All Confidential Information remains the property of Discloser and shall be returned by Recipient to Discloser promptly at Discloser's request, together with all copies and summaries thereof, or, at Discloser's request, shall be destroyed and such destruction certified in writing by Recipient to Discloser. Recipient shall notify Discloser promptly upon discovery of any unauthorized use or disclosure of Discloser's Confidential Information and shall take all necessary steps to regain possession, prevent further disclosure and minimize harm.
  - c. Recipient's duty to protect Discloser's Confidential Information expires five (5) years from the date of disclosure of such Confidential Information.
  - d. Recipient may disclose the Confidential Information of Discloser if it is required by any judicial or governmental request, requirement, order or law to do so, provided Recipient gives Discloser prior notice of such required disclosure (to the extent legally permitted). Recipient shall give reasonable assistance to Discloser, at Discloser's cost, if Discloser wishes to contest the disclosure.
  - e. The parties understand that this Agreement in no way obligates either party to disclose Confidential Information or requires either party to proceed with any proposed transaction or business relationship in connection with which Confidential Information is disclosed.
3. **Freedom for Independent Development; No License.** Nothing in this Agreement shall be construed to limit Recipient's right to use, independently develop, market, license, offer for sale or sell information, materials, technology, products or services that compete with Discloser or that are similar to Discloser's Confidential Information. Further, nothing herein shall be construed as a representation or inference by Recipient that it has not already developed, or may be in the process of developing, or may have already rightfully received or acquired from third parties, information similar to Confidential Information of Discloser. No rights or licenses whatsoever, either