**MUTUAL NON-DISCLOSURE AGREEMENT**

This **NON-DISCLOSURE AGREEMENT** (the “Agreement”), is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Effective Date"), by and between Paradigm Software Technologies Inc., DBA NEXELUS, with a principal place of business at 1430 Broadway, Suite 503, New York, New York 10018 (“NEXELUS”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("COMPANY").

WHEREAS, NEXELUS and COMPANY may enter into talks regarding a potential business transaction, and each party (a “Receiving Party”) understands that the other party (a “Disclosing Party”) has disclosed or may disclose certain confidential and proprietary information which has commercial and other value in the business of Disclosing Party.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants, terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

**1.** **Definition of Confidential Information**. For purposes of this Agreement, “Confidential Information” shall mean all non-public proprietary information concerning the Disclosing Party or its Affiliates (whether prepared by the Disclosing Party or its Representatives and irrespective of the form of communication) which is furnished to the Receiving Party by or on behalf of the Disclosing Party, including without limitation business, commercial or technical information, designs, drawings, plans, formulae, processes, programs, systems, new product information, technology information, software, manufacturing, development, or marketing techniques, business strategies and development plans, agency rate information, media rate information, supplier information, customer information, financial information and projections and any other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secret or non-public business information, including without limitation, patents or copyrights pending and patent and copyright applications pending, and all notes, analyses, reports, compilations, studies, interpretations, summaries or other documents prepared by the Receiving Party which contain, reflect or are based upon, in whole or in part, the information furnished to the Receiving Party, and all other information of Disclosing Party which may be disclosed by Disclosing Party or to which Receiving Party may be provided access by Disclosing Party in accordance with this Agreement or any other agreement between the parties.

**2.** **Exclusions**. Confidential Information shall not include any information that: (i) is or becomes (through no improper action or inaction by Receiving Party or any affiliate, agent, consultant or employee) generally available to the public; (ii) was within the Receiving Party’s possession or known by it prior to receipt from Disclosing Party; (iii) was rightfully disclosed to it by a third party without a breach of any confidentiality obligations; (iv) was independently developed by Receiving Party without reference to any Confidential Information, as shown by documentary evidence; or (v) is publicly disclosed by the Receiving Party with the Disclosing Party’s prior written approval. It is the Receiving Party’s obligation to prove that an exception applies.

**3**. Obligation of Confidentiality. Receiving Party agrees: (i) to hold the Confidential Information in confidence and to take all precautions to protect such Confidential Information as Receiving Party employs with respect to its most confidential materials, but in no case shall Receiving Party employ less than reasonable precautions; (ii) that it may make any disclosure of the Confidential Information to its or its Affiliates’ directors, officers, employees, agents or advisors (including without limitation attorneys, accountants and consultants) who are bound by confidentiality obligations similar to those contained herein (collectively, “Representatives”) and who need to know such information for the purpose of evaluating a possible relationship between the parties (it being understood that each party will inform its Representatives of the confidential nature of the Confidential Information and will be responsible for such Representatives treating such Confidential Information in the same manner as the receiving party is required to treat it under this Agreement); (iii) the Confidential Information may be disclosed in accordance with Paragraphs 3 and 6 hereof; and (iv) not to make any use whatsoever at any time of such Confidential Information except for the limited and sole internal business purposes for which it has been disclosed by Disclosing Party. Receiving Party is liable for all acts and omissions of employees, contractors, advisors and other third parties to whom it discloses Confidential Information. All Confidential Information is provided “AS IS” and without any warranties, express, implied or otherwise, and no warranty is made regarding its accuracy or completeness. Receiving Party shall not reverse engineer, decompile, translate, adapt, or disassemble any software or technology of Disclosing Party, or modify or make derivative works from any Confidential Information. No licenses or rights under any patent, copyright, trademark or trade secret are granted, or are to be implied, by this Agreement. The Confidential Information shall remain the sole property of Disclosing Party, Receiving Party acknowledges Disclosing Party’s exclusive ownership (including all intellectual property rights) in the Confidential Information and Receiving Party shall not challenge or contest Disclosing Party’s right to own and use such Confidential Information or other intellectual property. An “Affiliate” of a specified person, is a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

**4.** **Return of Confidential Information**. If either party decides that it does not wish to proceed with a relationship at any time after the date hereof, the party so deciding will promptly inform the other party in writing of that decision. In such case, immediately upon a request by Disclosing Party at any time, for any or no reason, Receiving Party will turn over to Disclosing Party or destroy all Confidential Information of Disclosing Party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof, and shall procure the permanent deletion from all computer storage or retrieval systems of any electronic copies of the Confidential Information, and the fact that such return or deletion has been accomplished shall be certified to by an authorized officer of the Receiving Party supervising such return or deletion. Notwithstanding the foregoing, neither party shall be obligated to purge records or data archived pursuant to its normal document retention procedures if the terms of confidentiality herein otherwise continue to be strictly observed.

**5.** **Required Disclosure**. In the event that the Receiving Party is required (by law, Securities and Exchange Commission or stock exchange rule or regulation, oral questions, interrogatories, requests for information or documents in a legal proceeding, subpoena, civil investigative demand or other similar process) to disclose any of the Disclosing Party’s Confidential Information, the Receiving Party will endeavor in good faith to provide the Disclosing Party prompt notice of any such request or requirement so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other similar remedy or the receipt of a waiver by the Disclosing Party, the Receiving Party determines in good faith that it is nonetheless required to disclose the Confidential Information, the Receiving Party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which it determines is required to be disclosed, provided that the Receiving Party uses reasonable efforts to preserve the confidentiality of the other Confidential Information, including without limitation by cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the other Confidential Information by such tribunal.

**6**. Term. The term of this Agreement is three (3) years from the Effective Date, provided that the Receiving Party’s duty to protect the Disclosing Party’s Confidential Information shall survive expiration or termination of this Agreement and shall in no event expire within less than five (5) years from the date of disclosure.

**7**. Transactions. Receiving Party understands that nothing herein: (i) requires the disclosure of any Confidential Information, which shall be disclosed, if at all, solely at the option of Disclosing Party; or (ii) requires Disclosing Party to proceed with any proposed transaction or business relations.

**8.** **Injunctive Relief**. Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of the Agreement may cause Disclosing Party irreparable harm, for which damages may not be an adequate remedy and, therefore, agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order immediately restraining any such further disclosure or misappropriation and for other equitable relief. Such right of the Disclosing Party is in addition to the remedies otherwise available to the Disclosing Party under this Agreement or otherwise at law.

**9.** **Assignment**. Receiving Party shall not assign its rights or obligations under this Agreement, whether expressly or by operation of law, without the prior written consent of Disclosing Party, except in connection with a merger or sale of substantially all of its assets or equity interests to or with a party that is not a competitor of Disclosing Party. This Agreement shall be binding on, and inure to the benefit of, each party and their permitted successors and assigns.

**10.** **General**. This Agreement shall be governed by the laws of the State of New York and each party irrevocably submits to the exclusive jurisdiction and venue of the courts located in New York County, New York. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys’ fees. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver. No failure or delay by either party or any of its Representatives in exercising any right, power or privileges under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder

**11.** **Certain Limitations**. The parties hereby expressly acknowledge and agree that (1) neither party nor its Representatives makes any representation or warranty as to the accuracy or completeness of the Confidential Material or any other information which a party furnishes to the other party orally or in writing and (2) there is no fiduciary relationship or other implied obligation of the parties with respect to the subject matter hereof or based on any course of dealing, the parties' respective obligations being solely those expressly set forth herein.

**12.** **Ownership**. All Confidential Material, and any Derivatives thereof whether created by Receiving Party, Disclosing Party or any of their respective Representatives, remain the property of Disclosing Party and no license or other rights to Confidential Information or Derivatives is granted or implied hereby. For purposes of this Agreement, “Derivatives” shall mean: (a) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected under copyright, patent and/or trade secret laws. Receiving Party hereby does and will assign to Disclosing Party all of Receiving Party’s rights, title in interest and interest in and to the Derivatives. All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to Receiving Party by Disclosing Party shall remain the property of Disclosing Party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**COMPANY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **NEXELUS**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_