

Def Method Inc. 336
West 37th Street
Suite 480 New York,
NY 10018

**MUTUAL NON-DISCLOSURE AGREEMENT -
GENERAL**

AGREEMENT by and between Def Method Inc., a New York S corporation located at 336 West 37th Street, Suite #480, New York, NY 10018 and [Customer Name]. These parties desire to share Confidential Information (as hereinafter defined).

NOW, THEREFORE, the parties agree as follows:

1. CONFIDENTIAL INFORMATION.

(a) Each party (“Receiving Party”) agrees that during the Term (as hereinafter defined) it shall (i) hold the Confidential Information of the other party (“Disclosing Party”) in strict confidence and not disclose such Confidential Information to any third parties, including consultants; (ii) disclose the Confidential Information only to those employees of Receiving Party who need to know such information in order to carry out the purpose of this Agreement and only to the extent necessary for such purpose; (iii) not disclose any Confidential Information to affiliates of Receiving Party without Disclosing Party’s express prior written consent; (iv) take all measures necessary to safeguard the Confidential Information in order to prevent it from falling into the public domain or into the possession of persons other than those persons authorized hereunder to have any such information; such protective measures shall include but in no event be less than the highest degree of care that Receiving Party utilizes to protect its own confidential information of a similar nature; (v) not remove any copyright notice, trademark notice, and/or other proprietary legend set forth on or contained within any of the Confidential Information; (vi) not disassemble or decompile the Disclosing Party’s products or otherwise attempt to reverse engineer the design and function of the products; and (vii) neither directly nor indirectly, either during or subsequent to the Term, disclose the existence, content, and/or substance of this Agreement or any of the Confidential Information to any third party, nor utilize

the Confidential Information for its own use or otherwise than in strict compliance with the provisions of this Agreement. Receiving Party will advise any employees who are provided access to Confidential Information of the confidential nature thereof and shall be responsible for any breach of this Agreement by its employees.

(b) "Confidential Information" means any and all confidential information and knowledge of either party, including, but not limited to, proprietary methods and methodology, technical data, trade secrets, know-how, research and development information, product plans, products, services, client lists and clients, prospective clients, client information, books and records, corporate relationships, suppliers, markets, computer software, computer software development, inventions, processes, formulae, technology, designs, drawings, technical information, source codes, engineering information, hardware configuration information, and matters of a business nature such as information regarding, marketing, costs, pricing, finances, financial models and projections, billings or other similar business information.

(c) Confidential Information does not include any of the foregoing items for which Receiving Party can demonstrate (i) has been approved for release by written authorization of Disclosing Party; (ii) is or becomes part of information in the public domain through no fault of the Receiving Party; (iii) was known by Receiving Party prior to the disclosure thereof by Disclosing Party; or (iv) properly comes into the possession of Receiving Party from a third party which is not under any obligation to maintain the confidentiality of such information. Receiving Party may disclose Confidential Information pursuant to a judicial or other government order, provided that Receiving Party shall provide Disclosing Party with prompt notice prior to any disclosure so that Disclosing Party may seek other legal remedies to maintain the confidentiality of such Confidential Information, and Receiving Party shall comply with any applicable protective order or equivalent. All Confidential Information shall at all times remain the property of the Disclosing Party.

2. RETURN OF MATERIALS. All copies of Confidential Information in tangible form that are in the possession of Receiving Party shall be promptly returned to Disclosing Party at any time upon Disclosing Party's request. After any such request Receiving Party agrees that it shall not retain photocopies or other reproductions or transcriptions of any portion of the Confidential Information.

3. NO LICENSE. Receiving Party hereby acknowledges that all Confidential Information shall be and remain the sole property of Disclosing Party. Receiving Party recognizes and agrees that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information, or as obligating either party hereto to enter into any further agreement with respect to the subject matter hereof or otherwise. Receiving Party further

acknowledges and agrees that nothing contained in this Agreement shall be construed as granting Receiving Party the right to utilize the Confidential Information to develop, manufacture, produce, and/or distribute any software products derived from or which otherwise use any of the Confidential Information, or to authorize or in any way assist others to do so, and all Confidential Information which is provided to Receiving Party hereunder is provided without any representation or warranty by Disclosing Party, express or implied, as to the accuracy or completeness of such Confidential Information.

4. TERM. The term of this Agreement (the "Term") shall commence upon the date first written above and shall continue in full force and effect as long as any of the Confidential Information continues to be maintained as confidential and proprietary by Disclosing Party.

5. NO ASSIGNMENT. Neither party may assign this Agreement, nor may either party's rights hereunder be assigned or otherwise transferred to any third party, without the other party's prior written consent. Any attempted or purported assignment or other such transfer by either party to any third party without the other party's consent shall be void. Subject to the foregoing, this Agreement shall be binding upon and for the benefit of Receiving Party and Disclosing Party, and each of their respective successors and permitted assigns, and no other person shall acquire or have any rights under this Agreement.

6. REMEDIES. Receiving Party agrees that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury for which money damages may be inadequate and/or difficult to ascertain. Accordingly, Receiving Party agrees that Disclosing Party shall have the right to seek to enjoin any breach of this Agreement. Receiving Party agrees further that, if it fails to comply with any of its obligations as set forth herein, Disclosing Party shall be entitled to an accounting and repayment of all forms of compensation, commissions, enumerations or benefits which Receiving Party directly or indirectly realizes as a result of or arising in connection with any such failure to comply. Such remedy shall be in addition to and not in limitation of any injunctive relief or other remedies to which Disclosing Party may be entitled under this Agreement or otherwise at law or in equity.

7. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York applicable to contracts made and wholly performed therein. Each of the parties hereby submits itself to the non-exclusive jurisdiction and venue of the state and federal courts in and for the County of New York, State of New York, for purposes of any such action and agrees that service of process may be effected by delivery of the summons via certified or registered mail.

8. MISCELLANEOUS. Failure to enforce any provisions of this Agreement shall not constitute a waiver of any term hereof. This document contains the entire agreement between the

parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous agreements with respect to the subject matter hereof. No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both of the parties. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date written above.

**DEF METHOD
INCORPORATED**

Signed:

By: Joseph Leo

Title:

President

Date:

[Customer Name]:

Signature: _____

Date: