NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT**, entered into as of the       day of       between Ivyhill Technologies LLC, a New Jersey Limited Liability Company located at 9658 Baltimore Avenue, Suite 300-1, College Park, MD 20740 (hereinafter referred to as IVYHILL) and      , a       corporation located at       (hereinafter referred to as      .

**WITNESSETH:**

**WHEREAS**, IVYHILL and       may provide to each other certain proprietary, confidential and trade secret information in connection with       and each desires that any such information shall be kept confidential by the other party; and

**WHEREAS**, in consideration of the disclosure of such information, each party is willing to keep such information confidential in accordance with the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, both parties hereby agree as follows:

1. **Confidentiality**. Each party agrees that, for a period of five years from receipt of information from the other party, such party shall use the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of (i) written information received from the other party which is marked or identified as confidential, and (ii) oral or visual information identified as confidential at the time of disclosure. Confidential Information shall not include information which belongs to the recipient party or is (i) already known by the recipient party without an obligation of confidentiality other than under this Agreement, (ii) publicly known or becomes publicly known through no unauthorized act of the recipient party, (iii) rightfully received from a third party, (iv) independently developed by the recipient party without use of the other party’s Confidential Information, (v) disclosed without similar restrictions to a third party by the party owning Confidential Information, (vi) approved by the other party for disclosure, or (vii) required to be disclosed pursuant to a requirement of a governmental agency or a state thereof, or any governmental or political subdivision thereof, so long as the party required to disclose the information provides the other party with timely prior notice of such requirement. Each party may use Confidential Information received from the other party only in connection with the purpose set forth in this Agreement.

2. **Return of Confidential Information**. Upon the written request of the party owning Confidential Information, the other party shall return all copies of Confidential Information to the owning party or certify in writing, if so requested by the directing party, that all copies of Confidential Information have been destroyed. The Receiving Party may retain a single copy of disclosing party's Confidential Information for its records. A party may return Confidential Information, or any part thereof, to the other party at any time.

3. **No Warranty; Limitation of Liability**. Neither party makes any representation or warranty, express or implied, with respect to any Confidential Information nor shall either party be responsible for any expenses, losses, or actions incurred or undertaken by the other party as a result of the receipt and use by such party of Confidential Information of the other party. Neither party shall be liable for indirect, incidental, consequential, or punitive damages of any nature or kind, or losses of third parties of any nature or kind, resulting from or arising in connection with this Agreement.

4. **No Further Rights; No Third Party Beneficiary**. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in confidential Information except for the use of such Confidential Information as expressly provided herein. This Agreement is not intended, nor shall it be construed, to create or convey any right in or upon any person or entity not a party to this Agreement.

5. **Enforcement**. Each party acknowledges that the other would suffer irreparable damage in the event of any material breach of the provisions of this Agreement. Accordingly, in such event, a party will be entitled to preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity against the party who has breached or threatened to breach this Agreement.

6. **Severability.** If any part, term, or provision of this Agreement shall be held to be illegal, or to be in conflict with any Federal, State, or Local Government law or regulation, the remaining portion or provisions of the Agreement shall not be affected thereby, but shall remain in full force and effect. Notwithstanding the provisions of the foregoing sentence, if such invalidity shall change the basic intent of the Parties, as set forth in this Agreement, the rights, duties, or obligations of either Party hereunder shall be subject to good-faith renegotiation between the Parties.

7. **Compliance with Laws**. Each Party agrees to comply with applicable provisions of all Federal, state, and local laws, and ordinances and all orders, rules, and regulations promulgated thereunder and to require all Subcontractors and consultants retained in conjunction with the performance of this Teaming Agreement to do likewise. Such compliance shall be a material obligation of this Agreement.

8. **Miscellaneous**.

1. Any notices required by this Agreement shall be given in hand, mailed first class, or sent via facsimile, to the applicable address set forth below. Either party may from time to time specify as its address for purposes of this Agreement any other address upon giving ten (10) days written notice thereof to the other party.

In the case of IVYHILL:

Ivyhill Technologies LLC

9658 Baltimore Avenue, Suite 300-1,

College Park, MD 20740

Attention:

In the case of [COMPANY]      :

Address:

(b) The parties agree that this Agreement (i) supersedes all related discussions and other communication between the parties and is the complete and exclusive statement between the parties with respect to the protection of the confidentiality of Confidential Information, (ii) may only be modified in writing by authorized representatives of the parties, and (iii) shall be governed by the laws of the State of New Jersey.

**IN WITNESS WHEREOF**, the parties have each caused this Agreement to be signed and delivered as of the date first set forth above.

**Ivyhill Technologies LLC**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature)

Name:

Title:

Date:

**[Company]:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature)

Name:

Title:

Date: