

Mutual Non-Disclosure and Confidentiality Agreement

This Mutual Non-Disclosure and Confidentiality Agreement (“MNDA”) is entered into by and between **Extu, Inc.**, a Georgia corporation, its shareholders and affiliates (hereinafter collectively “Extu”) of 4170 Ashford Dunwoody Dr., Ste. 250, Atlanta, GA 30319 and _____ (“Client”), incorporated in the state of _____, and having its principal place of business at _____. Extu and Client shall collectively be referred to herein as “Parties”.

Whereas, the Parties to this Agreement intend to discuss and enter into various business deals;

Whereas, as part of such discussions and business deals, the Parties may disclose certain information that is confidential and proprietary to each party;

Whereas, the disclosure of such information by the Parties will allow the Parties to have the potential to earn significant income;

Whereas, the Parties will only disclose such information as long as the Parties agree to be bound by the terms of this Agreements; and

Now, therefore, in consideration of the release of information by the Parties and the mutual covenants contained herein the Parties agree as follows:

1. “Disclosing Party” shall mean the party that provides Confidential Information to the other Party.
2. “Recipient Party” shall mean the party that receives Confidential Information from the Disclosing Party.
3. “Confidential Information” means information received from or relating to the Disclosing Party (a) which derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (b) which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Confidential Information includes, without limitation, any knowledge or material property of the Disclosing Party (i) that Recipient Party obtains knowledge of or access to as a result of discussions with the Disclosing Party; (ii) that the Disclosing Party releases to the Recipient Party (including any knowledge conceived, originated, discovered, or developed as a result of the release of such information). Confidential Information includes but is not limited to the following types of knowledge or similar data (whether or not reduced to writing): (i) plans, materials or other information relating to the proposed business of the Disclosing Party; (ii) discoveries, inventions, concepts, and ideas, whether patentable or not, including, without limitation to the nature and results of research and development activities, techniques, and “know-how”; (iii) any other materials or knowledge related to the business plans or activities of the Disclosing Party that are not generally known to others and (iv) the Disclosing Party’s service providers; and (v) any knowledge described above that the Disclosing Party treats as confidential or proprietary or designates as such. The Recipient Party, intending to be legally bound, hereby agrees and guarantees to the Disclosing Party that it shall not directly or indirectly interfere with, circumvent, or attempt to circumvent or obviate the Disclosing Party’s interests or business in any way.

Confidential

Client Initials: _____

Extu Initials: _____

4. The Parties shall maintain all Confidential Information in trust and confidence and shall not disclose such Confidential Information to any third party or use such Confidential Information for any unauthorized purpose. The Parties may use such Confidential Information only to the extent required to accomplish the purposes of this Agreement. The Parties shall advise their employees, affiliates, or consultants (collectively, "Representatives") who might have access to Confidential Information of the confidential nature thereof and agree that their employees shall be bound by the terms of this Agreement. No Confidential Information shall be disclosed to any employee, affiliate, or consultant who does not have a need for such information. The Recipient Party shall be responsible for the acts and omissions of all of its Representatives and shall provide a copy of this Agreement to all Representatives to whom Confidential is disclosed. Any disclosure of Confidential Information to any party who is not a Representative as that term is defined herein shall not be made without the prior written approval of the Disclosing Party.
5. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. All Confidential Information (including all copies thereof) shall remain the property of the disclosing party and shall be returned to the disclosing party after the receiving party's need for it has expired, or upon request of the disclosing party, and in any event, upon completion or termination of this Agreement. No copies will be made or retained of any information supplied to the receiving party without the express written permission of the disclosing party. All notes, extracts, memorandums, or other documents disclosed which contain Confidential Information or any discussion thereof, will be destroyed or returned to the disclosing party upon request. The receiving party will certify to the disclosing party that it has complied fully with the disclosing party's instructions and has not retained all or any portion of the Confidential Information. No disclosure of any Confidential Information hereunder shall be construed a public disclosure of such Confidential Information by either party for any purpose whatsoever.
6. Confidential Information does not include information or materials that: (i) is or becomes generally known or available to the public through no fault of Receiving Party; (ii) was already known to Receiving Party without restriction, prior to receipt from or on behalf of Disclosing Party; (iii) is lawfully disclosed to Receiving Party by a third party who is not known to the Receiving Party to be under any obligation, whether contractual, fiduciary, statutory, or otherwise, of confidentiality to Disclosing Party with respect to such Confidential Information; (iv) is at any time developed by Receiving Party independently without use of, or reference to, the Confidential Information of the other Party; or (v) is required to be disclosed pursuant to the order or requirement of a court, administrative agency or other governmental body with proper jurisdiction; provided, however, that Receiving Party uses diligent efforts to limit such disclosure and notifies Disclosing Party within three (3) days of receipt of such court order or requirement to enable Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.
7. Ownership of Confidential Information. The Recipient Party agrees that the Disclosing Party is and shall remain the exclusive owner of Confidential Information disclosed to the Recipient Party and all patent, copyright, trade secret, trademark, and other intellectual property rights therein.
8. No rights or licenses to trademarks, inventions, copyrights, patents, or any other intellectual property are implied or granted to the receiving party under this Agreement and the disclosure of Confidential Information shall not result in any obligation to grant the Recipient Party any rights in or to the subject matters of the Confidential Information.
9. The confidentiality terms of this Agreement shall survive for a period of three (3) years from the date of this Agreement.
10. The Parties agree that the provisions of this Agreement are of the essence of this Agreement and that if Client had not agreed to keep Extu Information confidential and had not agreed to be bound by this Agreement, Extu would not have revealed or provided Extu Information to Client. If Extu had not agreed to be bound by this Agreement, Client would not reveal certain Confidential Information to Extu. Each of the covenants contained herein is reasonable and necessary to protect the business, interests, and properties of the Parties. The Parties would suffer irreparable damage in the event of any

breach of this Agreement. Accordingly, each Party consents and agrees that the other party would be entitled to temporary, preliminary, and final injunctive relief, as well as any other applicable remedies at law or in equity against the receiving party if that party has breached or threatens to breach this Agreement. The existence of any claim of a Party against the other shall not constitute a defense to the enforcement by the other of the covenants and agreements contained in this Agreement.

11. If any of the provisions of this Agreement are declared to be invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and the other provisions herein shall remain in full force and effect.
12. The failure to enforce at any time any provision of this Agreement, or to insist on timely performance of any obligation contained in this Agreement, shall not be construed to be a waiver of such provision or any other provision, or of the right of timely performance of all obligations contained herein.
13. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and merges all prior discussions between them as Confidential Information. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.
14. If either party employs attorneys to enforce any rights arising out or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees.
15. This Agreement shall be construed by and governed in accordance with the laws of the State of Georgia.
16. This Agreement has been negotiated between the Parties and therefore shall be deemed to have been mutually drafted by them.

SIGNED AND DELIVERED.

CLIENT

EXTU, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____