

Mutual Non-Disclosure and Confidentiality Agreement

This Confidentiality Agreement and acknowledgement is made and entered into by and between **Extu, Inc.**, a Georgia corporation, its shareholders and affiliates (hereinafter collectively “Extu”) of 4170 Ashford Dunwoody Rd., STE. 250, Atlanta, GA 30319 and _____ (“Client”), having its principal place of business at _____. Extu and Client shall collectively be referred to herein as “Parties” and each, a “Party”.

The Parties desire to enter into discussions and exchange certain information concerning potential business opportunities (the “Purpose”). In connection with the Purpose, the Parties desire to confirm, in writing, certain mutual obligations with respect to the disclosure and use of Confidential Information (as defined below).

In consideration of the mutual promises below and for other good and valuable consideration, the Parties agree as follows:

Confidential Information. “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 Receiving Party obtains knowledge of or access to as a result of discussions with the Disclosing Party; (ii) that the Disclosing Party releases to the Receiving 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, trade secrets, 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 Receiving 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.

Exclusions from Confidential Information. Except as required by applicable law or regulation, Confidential Information shall not include information that: (i) is now or hereafter becomes generally available to the public other than as a result of any breach of this Agreement; (ii) is available to Receiving party on a non-confidential basis from a third-party, provided that such third party is not and was not contractually or otherwise prohibited from disclosing such Confidential Information; (iii) was lawfully and not in violation of any right of Disclosing Party, known by or in the possession of Receiving Party or its employees, officers, directors, partners, shareholders, agents, attorneys, accountants, suppliers, or advisors (collectively, “Representatives”), as established by documentary evidence, before being disclosed by or on

Confidential

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behalf of the Disclosing Party or (iv) was or is independently developed by Receiving Party, without reference to or use of any of the Disclosing Party's Confidential Information, as established by documentary evidence maintained in the ordinary course of business by the Receiving Party.

Nondisclosure of Confidential Information. 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 Purpose of this Agreement. The Parties shall advise their 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 Receiving Party shall be responsible for the acts and omissions 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. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent disclosure is required by law or as compelled by a court of competent jurisdiction, but only if the Disclosing Party is given written notice of the required disclosure promptly after the Receiving Party becomes aware of the disclosure obligation.

Return or Destruction of Confidential Information. At any time during or after the Term, at the Disclosing Party's written request, Receiving Party and its Representatives shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition, the Receiving Party shall also destroy all copies of any Notes created by the Receiving Party or its Representatives and certify in writing to the Disclosing Party that such copies have been destroyed. Notwithstanding the foregoing, the Receiving Party may retain copies of Confidential Information that are stored on the Receiving Party's IT backup and disaster recovery systems until the ordinary course deletion thereof. The Receiving Party shall continue to be bound by the terms of this Agreement with respect to such retained Confidential Information.

Term and Termination. The term of this Agreement shall continue until the earlier of (i) three (3) years after the date that this Agreement has been executed on behalf of both Parties or (ii) the date the Parties enter into a definitive agreement regarding the Purpose. The Parties' obligations with respect to Confidential Information that constitutes trade secrets under applicable law will continue until the later of the date on which such information no longer constitutes trade secrets under applicable law or the end of the term as defined in the preceding sentence.

Ownership of Confidential Information. The Receiving Party agrees that the Disclosing Party is and shall remain the exclusive owner of Confidential Information disclosed to the Receiving Party and all patent, copyright, trade secret, trademark, and other intellectual property rights therein. No rights or licenses to trademarks, inventions, copyrights, patents, or

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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 Receiving Party any rights in or to the subject matters of the Confidential Information.

Remedies. Each Party, on behalf of itself and its Representatives, agrees that monetary damages would not be a sufficient remedy for any breach of this Confidentiality Agreement and that, in addition to all other available legal or equitable remedies, the other party shall be entitled to seek injunctive relief and specific performance for any breach of the provisions of this Agreement without proof of actual damages. Each party further agrees to waive, and to use its best efforts to cause its Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy.

No Other Obligation. Except for the matters specifically agreed to herein, neither Party is under any legal obligation of any kind whatsoever or otherwise obligated to enter any business or contractual relationship with the other Party. Nothing herein imposes any obligation on either Party to disclose or exchange Confidential Information. This Agreement does not and shall not create a joint venture, partnership, or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party shall act as an independent contractor and not as an agent of any other party for any purpose, and neither Party shall have the authority to bind the other by virtue of this Agreement.

Severability. 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.

Waiver. 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.

Entire Agreement. 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 Effective Date of this Agreement and signed by both Parties.

Attorneys' Fees. 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.

Governing Law. This Agreement shall be construed by and governed in accordance with the laws of the State of Georgia.

Assignment. The Agreement shall be binding upon the Parties hereto and their successors in business, but shall not otherwise be assignable.

Client Initials: _____

Extu Initials: _____

SIGNED AND DELIVERED.

_____ (CLIENT)

EXTU, INC.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Client Initials: _____

Extu Initials: _____