



"Communications Simplified"

Mutual Non-Disclosure Agreement

This Non-Disclosure Agreement (hereinafter called "Agreement") is effective as of (the computer date) (The "Effective Date") between G2 Solutions, LLC, having its place of business at 1475 Powell Street, Suite 202 Emeryville, CA 94608 and You, (potential Dealer/Agent).

1. Confidential Information as used herein shall mean any and all proprietary and technical knowledge, data and information provided by either party to the other, including but not limited to patent and patent applications, trade secrets, inventions, ideas, sketches, drawings, models, processes, formulas, source and object codes, data, programs, other works of authorship, know how, improvements, discoveries, developments, designs, techniques, algorithms, equipment, information relating to current, future and proposed products and services, information regarding research, experimental work, development, design details and specifications, new products or services, business plans, budgets, engineering, financial information, procurement requirements, licenses, contracts, prices, and costs, purchasing, manufacturing, suppliers, customers, investors, employees, business and contractual relationships, business forecasts, sales and marketing plans, and information regarding third parties.

2. The receiving party agrees to retain the confidential Information of the other party in strict confidence for a period of one (1) year from the date of receipt of the Confidential Information and shall not disclose the Confidential Information to any third party, except as approved in writing by the other party to this agreement, and will use and reproduce the Confidential Information for no purpose other than for evaluation or pursuing a business relationship with the other party. Each party shall only permit access to Confidential Information of the other party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as it uses to protect its own confidential and proprietary information. Each party shall immediately notify the other upon discovery of any loss of unauthorized disclosure of the Confidential Information of the other party.

3. Each party's obligations under this Agreement with respect to any portion of the other party's Confidential Information shall terminate when the recipient can document that: (a) it was in the public domain at the time it was communicated to the recipient by the other party; (b) it becomes publicly known through no wrongful act on the part of the recipient; (c) it was in the recipient's possession free of any obligation of confidence at the time of disclosure by the other party; (d) it was rightfully communicated to the recipient free of any obligation of confidence subsequent to the time it was communicated by the other party to the recipient; (e) it is independently developed by the receiving party without



“Communications Simplified”

reference to the Confidential Information of the other party or without breach of this Agreement; or (f) it is disclosed in response to a valid order by a court or other governmental agency, provided that the recipient provides the other party with prior written notice of such a disclosure in order to permit the other party to seek confidential treatment of such information.

4. Upon termination or expiration of this Agreement, or upon written request of the other party, each party shall promptly return to the other party all the documents and other tangible materials containing the other's Confidential Information and all copies thereof.

5. Nothing contained in this Agreement shall be constructed as granting any property rights, by license or otherwise, to any Confidential Information of the other party, or to any invention or any patent, copyright, trademark, know-how or other intellectual property right that has issued or that may issue based on such Confidential Information, that was acquired prior to or after the date of this Agreement. Neither party shall make, have made, use or sell for any purpose, any product, service or other item, using, incorporating or derived from any Confidential Information of the other party. Each party agrees that the software of the other party contains valuable confidential information and each party agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software of the other without prior written consent of the other party.

6. The recipient's obligations shall survive termination of this Agreement and shall be binding on the recipient heirs, successors and assigns.

7. This Agreement shall be governed by and construed under the laws of California without reference to conflict of Laws. Each party acknowledges that its breach of this Agreement will cause irreparable damage and hereby agrees that the other party shall be entitled to seek injunctive relief.