NON-DISCLOSURE AGREEMENT (NDA)

THIS AGREEMENT is made on _____ by and between _____,
("Discloser") and M5 Computer Security ("Recipient").

1. Purpose. The Discloser has agreed to make available to the Recipient certain
Confidential Information (as defined below) of the Discloser for the purpose of performing an Information
Security Assessment of the Discloser. Additionally, while performing Penetration Testing activities, the
Recipient may discover Confidential Information about the Discloser.

2. Definition. "Confidential Information" means any information, technical data, or know-
how, including, but not limited to, that which relates to research, product plans, products, services,
customers, markets, software, developments, inventions, processes, designs, drawings, engineering,
hardware configuration information, marketing or finances, which Confidential Information is
designated in writing to be confidential or proprietary, or if given orally, is confirmed promptly in writing
as having been disclosed as confidential or proprietary. Confidential Information does not include
information, technical data or know-how which: (i) is in the possession of the receiving party at the
time of disclosure as shown by the receiving party's files and records immediately prior to the time of
disclosure; (ii) prior or after the time of disclosure becomes part of the public knowledge or literature,
not as a result of any inaction or action of the receiving party; or (iii) is approved for release by the
Discloser in writing.

3. Non-Disclosure of Confidential Information. The Recipient agrees not to use the
Confidential Information for any purpose other than that set forth in Section 1 of this Agreement. The
Recipient will not disclose any Confidential Information to third parties except those directors, officers,
employees, consultants and agents of Recipient who are required to have the information in order to
carry out the purpose set forth in Section 1 of this Agreement. Recipient has had or will have
directors, officers, employees, consultants and agents of Recipient to whom Confidential Information
is disclosed or who have access to Confidential Information sign a Non-Disclosure Agreement in
content substantially similar to this Agreement and will promptly notify the Discloser in writing of the
names of each such person who has signed such agreements after such agreements are signed.
Recipient agrees that it will take all reasonable measures to protect the secrecy of and avoid
disclosure or use of Confidential Information in order to prevent it from falling into the public domain or
the possession of persons other than those persons authorized hereunder to have any such
information, which measures shall include the highest degree of care that Recipient utilizes to protect
its own Confidential Information of a similar nature. Recipient agrees to notify the Discloser in writing
of any misuse or misappropriation of such Confidential Information which may come to its attention.

4. Mandatory Disclosure. In the event that the Recipient or its directors, officers,
employees, consultants or agents are requested or required by legal process to disclose any of the
Confidential Information, the Recipient shall give prompt notice so that the Discloser may seek a
protective order or other appropriate relief. In the event that such protective order is not obtained, the
Recipient shall disclose only that portion of the Confidential Information which its counsel advises that
it is legally required to disclose.

5. Return of Materials. Any materials or documents of which have been furnished by the
Discloser to the Recipient will be promptly returned, accompanied by copies of such documentation,
after the evaluation set forth in Section 1 of this Agreement has been concluded.

6. No License Granted. Nothing in this Agreement is intended to grant any rights to
Recipient under any patent, copyright, trade secret or other intellectual property right nor shall this
Agreement grant Recipient any rights in or to the other party's Confidential Information, except the
limited right to review such Confidential Information solely for the purpose set forth in Section 1 of this
Agreement.

7. Term. The foregoing commitments shall survive any termination of discussions between the parties, and shall continue for a period of three (3) years following the date of this Agreement.

8. Miscellaneous. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information may not be assigned without the prior written consent of the Discloser. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

9. Governing Law and Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California, and shall be binding upon the parties hereto in The United States of America and worldwide. The federal and state courts within the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

10. Remedies. Recipient agrees that its obligations hereunder are necessary and reasonable in order to protect the Discloser and its business, and expressly agrees that monetary damages would be inadequate to compensate the Discloser for any breach of any covenants and agreements set forth herein. Accordingly, Recipient agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Discloser and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Discloser shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

DISCLOSER   RECIPIENT (M5 Computer Security)

Signed:_____   **Signed:**_____

Name: _____   **Name:** M5 Systems (Michael McCafferty)

Title: _____   **Title:** President / Security Engineer

Date: _____   **Date:** _____