

## MUTUAL NON-DISCLOSURE AGREEMENT (NDA)

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This NDA Agreement ("The Agreement"), effective on \_\_\_\_\_ (the "Effective Date"), is between ITLAQ Technologies \_\_\_\_\_ ("ITLAQ"), and Disclosing Party \_\_\_\_\_ ("Company"). This Agreement is made to set forth the basis under which ITLAQ and the Company will furnish and/or disclose to each other certain financial, business, technical and other information in connection with a potential business relationship between them ("Purpose").

ITLAQ and the Company agree as follows:

**Section 1:** Company has agreed to make available to ITLAQ certain information, including, but not limited to certain business and technical information (any such information, the "Confidential Information"). Confidential Information does not include information that: (i) is or becomes generally available to the public; (ii) prior to or at the time of disclosure by Company was already in the possession of ITLAQ; (iii) at the time of disclosure by Company or thereafter, is obtained by ITLAQ from a third party not known to ITLAQ to be subject to a confidentiality obligation to (or with) the Company; or (iv) was developed independently by ITLAQ without reference to the Confidential Information.

**Section 2:** ITLAQ agrees that it will use the Confidential Information solely for the purpose of providing software services and advisory to Company and will not use or disclose the Confidential Information other than in accordance with this agreement. ITLAQ may disclose the Confidential Information to its officers, directors, employees, consultants, and attorneys (the "Representatives") who have a need to know such information. ITLAQ will inform its Representatives of the confidential nature of the Confidential Information. ITLAQ will provide prompt notice of any breach of this agreement of which it becomes aware. Upon request by the Company, all Confidential Information, including all derivations made therefrom, will be promptly destroyed by the ITLAQ; provided, however, the Company may retain Confidential Information to the extent required by law, rule, regulation, or its internal record keeping policies.

**Section 3:** Notwithstanding the foregoing, ITLAQ and its Representatives may disclose Confidential Information (and such disclosure shall not constitute a breach of this agreement or result in any liability to the Company) to the extent any of them are legally required to do so (whether by law, regulation, subpoena, litigation, deposition, interrogatory, order, request or any other legal process); provided that ITLAQ or such Representatives, as applicable, notify the Company prior to such disclosure to the extent such notification is practicable and legally permissible.

**Section 4:** This agreement does not constitute an agreement with respect to any sort of transaction and no legal obligation of any kind whatsoever shall be deemed to exist except as to the matters specifically agreed to herein. Either party may terminate discussions or negotiations at any time without any liability whatsoever to the other party.

**Section 5:** ITLAQ expressly agrees that monetary damages may be inadequate to compensate Company for any breach of any covenant or agreement set forth herein. Accordingly, ITLAQ agrees and acknowledges that any such breach or threatened breach may cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Company shall be entitled to obtain injunctive relief against the threatened breach of this agreement or the continuation of any actual breach, without the necessity of proving actual damages and without the necessity of posting bond or other security.

**Section 6:** Unless otherwise specified herein, this agreement will terminate and be of no further force or effect two (2) years from the date hereof.

**Section 7:** This agreement shall be governed by and construed in accordance with the laws of the United States applicable to contracts made and to be performed therein, without giving effect to its conflicts of laws principles or rules. Any dispute arising under or in connection with this agreement shall be brought in a court in Washington. THE PARTIES WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY SUCH DISPUTE. This agreement may be amended, or its requirements waived, only by a writing signed by the person or persons against whom enforcement of the waiver or amendment is sought.

**Section 8:** This agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. The officer or manager signing below is duly authorized to execute this agreement on behalf of the ITLAQ and upon execution it shall be binding against the ITLAQ and in full force and effect.

**Section 9:** This agreement may not be assigned by the ITLAQ without the prior written consent of the Company. This agreement may be executed in one or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or any other form of electronic delivery, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date specified above.

**ITLAQ**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_