

MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

is dated as of _____, by and between

_____, (“**Broker**”),

and

_____, (“**Client**”).

Broker and Client are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

BACKGROUND

The Parties have agreed to engage in business discussions regarding the licensing, acquisition or otherwise commercial consumption of the *Breach Commander*[™] software solution developed by Fullblown Security (the “Contemplated Engagement”). These discussions may require the exchange of technical, financial, marketing, and other confidential or proprietary information. To safeguard this information, the Parties intend to establish the terms and conditions under which such “Confidential Information” (as defined herein) will be disclosed, used, and protected during their exploration of the Contemplated Engagement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises exchanged and other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, and intending to be legally bound, the Parties agree to the following:

1. Disclosure by the Parties. The Parties intend to disclose certain Confidential Information to each other in connection with the Contemplated Engagement. The Parties agree that the disclosure of such Confidential Information shall be governed by the terms and conditions of this Agreement.

2. Confidential Information.

(a) For purposes of this Agreement, “**Confidential Information**” means all information of either Party (or information of another party which either Party has in its possession) including, but not limited to, information relating to such Party’s business, trade secrets, financial information, marketing information, intellectual property rights, customer lists, operations and software products, computer source code and object code, hardware and software designs and specifications, schematics, engineering details and reports, flow charts, technology, tax returns, vendor lists, pricing and other product information, business plans and related documents, regardless of whether such information was or is transmitted orally, in writing, electronically or in whatever other form,

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or whether such information was or is tangible or intangible or observed from observation. Confidential Information shall further include any supplemental information the disclosing Party has provided to the receiving Party or provides to the receiving Party in the future, as well as information that has been or is expressly designated by the disclosing Party as "Confidential Information." If the information disclosed was or is oral, then it shall be presumed by the receiving Party to be Confidential Information.

(b) Notwithstanding the foregoing, Confidential Information shall not include any information that (i) was in the public domain at the time of the disclosing Party's communications to the receiving Party; (ii) entered the public domain through no fault of the receiving Party subsequent to the time of communication to the receiving Party; (iii) was already known to the receiving Party at the time of disclosure, as evidenced by the receiving Party's prior written records; (iv) was disclosed under no obligation of confidentiality to the receiving Party by a third party; or (v) the Parties have agreed in writing may be disclosed.

(c) For purposes of this Agreement, Confidential Information provided to or by the Representatives of a Party shall be deemed to be provided to or by such Party, as the case may be.

(d) "Representatives" of a Party means the directors, employees, affiliates, subsidiaries, advisors, agents and representatives of that party, and shall also include employees of the affiliates and subsidiaries of that party.

(e) For greater certainty, "affiliates" and "subsidiaries" of a party shall mean not only bodies corporate defined as such under any business act as amended from time to time, but shall also include partnerships and other unincorporated associations and entities in which a party and/or any of its affiliated bodies corporate has a controlling interest.

3. Ownership. All Confidential Information in whatever form is and shall remain the property of the disclosing Party. All Confidential Information shall be returned to the disclosing Party promptly upon such disclosing Party's written request and shall not be retained in any form by the receiving Party and the receiving Party shall destroy all written summaries or synopses of Confidential Information.

4. Nondisclosure.

(a) The receiving Party shall not disclose or transmit any Confidential Information to any person or entity other than such receiving Party's employees, agents, or affiliates who have a need to know such information (collectively, "**Affiliates**") and who have been informed of and agree to abide by the receiving Party's obligations under this Agreement. Each such Affiliate shall also be informed that by accepting such access, he, she, or it agrees to be bound by the provisions of this Agreement. Furthermore, by allowing any such access, the receiving Party agrees to be and remain jointly and severally liable for any disclosure by any such Affiliate that is not in accordance with this Agreement. The receiving Party shall use not less than the same degree of care to avoid

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disclosure of Confidential Information as the receiving Party uses for its own confidential information of like importance, and at a minimum, shall exercise reasonable care.

(b) Except as required by law (and upon compliance with section 4(c) hereof) or with the prior written consent of the other Party, the receiving Party and its Representatives shall not disclose to any person the fact that Confidential Information has been made available, that discussions or negotiations are taking place or have taken place between them concerning any possible Transaction, or any of the terms, conditions or other facts with respect to any such possible Transaction including the status thereof.

(c) The Parties agree that this Agreement does not prohibit the disclosure of Confidential Information where applicable law requires, including, but not limited to, disclosure in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction and any disclosures necessary to comply with applicable securities laws. In the event the receiving Party is required to disclose Confidential Information in accordance with the previous sentence, the receiving Party shall immediately, and in no event later than five (5) days prior to such required disclosure, notify the disclosing Party in writing, and cooperate with the disclosing Party in seeking to limit the disclosure of such Confidential Information in accordance with public law. The receiving Party shall only furnish that portion of the Confidential Information which it is legally required to disclose, based upon the advice of its counsel, and only after asserting, to the extent that it is able in the circumstances, the confidential and proprietary nature of such information. In any event, the receiving Party shall use all reasonable efforts to ensure that any required public disclosure shall be mutually agreed as to the form and content thereof and shall be made either jointly or simultaneously or as the parties may otherwise agree.

(d) Unless otherwise specified herein, all rights and obligations of this Agreement shall survive and continue until otherwise modified by a written agreement between the Parties.

5. Use of Confidential Information. The receiving Party shall use Confidential Information solely in connection with the Contemplated Engagement. The receiving Party shall not use any Confidential Information to adversely affect the business or operations of the disclosing Party. Each Party shall be responsible for compliance by its Representatives with the terms and conditions of this Agreement and shall be liable for any breach of this Agreement by any of its Representatives.

6. No Representations or Warranties. It is understood that no representations or warranties are being made by the disclosing Party as to the completeness or accuracy of any Confidential Information.

7. No License, no association. If the furnishing of any Confidential Information hereunder involved or involves the disclosure of any technical data or know-how, such disclosure shall not be construed as the grant of any license, or of any right to use the same, except for the purpose stated herein. Nothing in this Agreement nor the acts of the

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parties hereto shall be construed, implied or deemed to create any agency, partnership or joint venture relationship, or any transaction whatsoever, between them.

8. Remedies. The receiving Party agrees that, in the event of a breach or threatened breach of the terms of this Agreement by the receiving Party, the disclosing Party may seek any and all relief available in law or equity as a remedy for such breach, including, but not limited to, monetary damages, specific performance, and injunctive relief. The receiving Party acknowledges that Confidential Information is valuable and unique and that disclosure of such Confidential Information will result in irreparable injury to the disclosing Party. In the event of any breach of this Agreement in which the disclosing Party seeks legal or equitable relief, all reasonable attorneys' fees and other reasonable costs associated therewith shall be recovered by such disclosing Party if it is the prevailing Party.

9 Entire Agreement; Amendments. This Agreement (i) is the entire agreement of the Parties concerning the subject matter contained herein and supersedes and replaces in its entirety any prior such agreements; (ii) may not be amended except in a writing signed by the Parties; and (iii) is executed by authorized representatives of each Party.

10. Governing Law. This Agreement shall be governed by, and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. The parties agree to attorn to the jurisdiction of the Courts of Quebec, in the judicial district of Montreal. Each Party waives any objection, which it may have based on lack of personal jurisdiction; improper venue or forum non-conveniens to the conduct of any proceeding in any such court and waives personal service of any and all process upon them.

11. Successors and Assigns. This Agreement shall benefit and be binding upon the Parties and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

12. Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving Party. A waiver of any term or provision on one occasion shall not be construed as a waiver of such term or provision on any other occasion or as a waiver of any other term or provision of this Agreement.

13. Neither this Agreement nor any rights hereunder, in whole or in part, shall be assigned or otherwise transferred without the prior written consent of the other party, which consent may be unreasonably withheld.

14. If any provision of this Agreement should be held invalid, illegal or unenforceable then, in such event, the remainder of the Agreement shall remain and continue to be in full force and effect as if such invalid, illegal or unenforceable provision had been deleted from or never included in this Agreement.

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15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

16. Survivability. The rights and obligations of the Parties under this Agreement shall remain in effect for a period of three years following the later of either the date of this Agreement or the last delivery of any Confidential Information by one Party to the other. However, the Parties' obligations concerning the preservation and use of Confidential Information shall survive the termination of this Agreement indefinitely.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

For _____

By: _____

Name: _____

Title: _____

Date: _____

For _____

By: _____

Name: _____

Title: _____

Date: _____