

G R CAPITAL MANAGEMENT INC.

451 Hungerford Dr Suite 119 - 227

Rockville, MD 20878

Mutual Non-Disclosure Agreement

This Agreement is entered between _____ and G R Capital Management LLC. Affiliates and assigns.

WHEREAS, each party to this Agreement possesses valuable, confidential, and/or proprietary information related to its technology, products, and business activities, including without limitation business outlooks, pricing, trade secrets, designs, software, inventions, techniques, strategies, customer data, and third-party confidential information (Confidential Information”); and

WHEREAS, each party in possession of Confidential Information (“Discloser”) wishes to disclose certain Confidential Information to the other party (Recipient”) in connection with discussions regarding the parties’ potential business relationship;

NOW THEREFORE, in consideration of the receipt of certain Confidential Information and the mutual promises made herein, the parties agree as follows:

1. Duty to Protect Confidential Information. Each recipient shall hold all Confidential Information in confidence and shall not disclose it to any third party without the Discloser’s prior written permission. Each Recipient agrees not to copy or reverse engineer any confidential information and to use at least the same degree of care to protect the confidentiality of the Confidential Information and to prevent its unauthorized use or dissemination as it uses to protect its own confidential information of a similar nature.
2. Use Confidential Information. Each party agrees to use the Confidential Information only for the purpose of discussions regarding the parties’ current or potential business relationship. All Confidential Information remains the property of the party disclosing the information and no license or other right to confidential Information is granted or implied hereby. Upon request by the Discloser or termination or expiration of this Agreement, the Recipient shall return all Confidential Information to the Discloser and certify that all such Confidential Information has been returned and deleted from the Recipient’s computer systems. If the data provided by Discloser is backed up by Recipient at any time, it may not be restored without the Discloser’s prior written permission.
3. Exclusions. Neither party will be liable for disclosure of any information received under this Agreement that (i) is generally known or available by publication, commercial use, or otherwise; (ii) is known by the receiving party through no wrongdoing and is not subject to restriction at the time of the disclosure; (iii) is independently developed by the receiving party without the use of Confidential Information; or (iv) is lawfully obtained from a third party without violation of a confidentiality obligation to the disclosing party.
4. Term. This agreement shall become effective as of the date first set forth above and shall terminate in its entirety upon the earlier of (i) written notice of either party of its election, with or without cause, to terminate this Agreement or (ii) Three (3) year’s following the effective date.

5. Duration of Duty. A Recipient's duty to protect Confidential Information disclosed under this Agreement expires three (3) years from the date of the disclosure...
6. No License. No license or other transfer of intellectual property rights is granted or implied by this Agreement or any disclosure hereunder. Neither party has an obligation under this Agreement to purchase any service or item from the other party.
7. Injunctive Relief. The parties agree that any unauthorized use or disclosure of Confidential Information in violation of this Agreement will cause the Discloser irreparable injury for which it would have no adequate remedy at law. The Discloser shall therefore be entitled to immediate inculcative relief, without bond, prohibiting any violation of this Agreement, in addition to any other remedies that may be available in law or equity.
8. Notification. The Recipient will notify the Discloser in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware.
9. No Agency or Partnership. The Parties do not intend that any agency or partnership be created between them by this Agreement.
10. Modification. All additions or modifications to this Agreement must be made in writing and must be signed by both Parties. This Agreement constitutes the entire understanding between the parties as to the Confidential Information and supersedes all previous communications, whether oral or written, with respect to the obligations of confidentiality.
11. Governing Law. This Agreement is made under and shall be construed according to the laws of the State of Maryland. The parties' consent to the exclusive jurisdiction and venues of the courts located in Montgomery County for the resolution of any disputes arising under or related to this Agreement.
12. Miscellaneous. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same document. Telecopied signatures shall be relied on as original signatures in all respects.
13. Non-Circumvention. Neither Party will attempt, directly or indirectly, to contact the other Party's transactional partners, contacts, or associates on matters of business or contact or negotiate with a confidential source or make use of any confidential information of the other Party, except through such other Party or with the express written consent of such other Party as to each such contact and/or use. The Parties or their affiliates shall not contact, deal with, or otherwise become involved in any transaction with any corporation, partnership, individual, entity or otherwise which have been introduced by the other party without the permission of the introducing Party. Any violation of this covenant shall be deemed an attempt to circumvent such other Party, and the Party so violating this covenant shall be liable for damages in favor of the circumvented Party.
14. Non-Hire: Both the parties agree that during the term of this Agreement and two years after its termination, neither party will hire or attempt to hire any employee or independent contractor of the other party, or the other party's affiliates or otherwise encourage any employee or independent contractor of the other party, or the other party's affiliates, to leave their employ.

Definition:

“Confidential Information” means any information disclosed by a disclosing party, directly or indirectly, in writing, orally, or by inspection of tangible objects, including, without limitation, the existence of this agreement and the fact that the parties are in discussions. Confidential Information may also include information disclosed by third parties. Confidential Information will not however, include any information that the receiving party can demonstrate (a) was publicly known and made generally available in the public domain prior to the time of disclosure to the receiving company, or (b) became publicly known and made generally available after disclosure to the receiving company through action or inaction of the receiving company.

Date:

Company: G R Capital Management LLC.

Signature:

Name,

Company:

Signature:

Name: