

## MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, by and between Covintus, Inc., a Virginia corporation, and \_\_\_\_\_.

WHEREAS, the parties have entered into discussions concerning a possible business relationship or transaction and may determine to enter into such a relationship or transaction;

WHEREAS, to further these ends, a party may disclose to the other party certain of that disclosing party's Proprietary Information (as hereinafter defined) for the purpose of enabling the receiving party to evaluate the relationship or transaction and perform hereunder (the party disclosing Proprietary Information is referred to as "Owner" and the party receiving Proprietary Information is referred to as "Recipient"); and

WHEREAS, the parties agree that the Owner's information is the Owner's proprietary and confidential property.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the acceptance and sufficiency of which are hereby acknowledged, each of the parties hereto, intending to be legally bound, does hereby agree as follows:

1. **Proprietary Information.** Recipient has had and will have access to, among other things, certain of Owner's confidential and proprietary business documents and information, business plans, marketing plans, marketing data, financial information, customer lists, sources of supply, technologies, inventions, products, processes, current and future product characteristics, design specification, software, drawings, performance criteria, test specifications, know-how and trade secrets, all of which are confidential and proprietary and are owned or used by Owner. Such information shall hereinafter be called "Proprietary Information" as long as the information is (i) disclosed by the Owner in writing and marked confidential, or with similar legend, at the time of disclosure, or is (ii) disclosed by Owner in any other manner and is identified as confidential at the time of disclosure and is also summarized and designated as confidential in a writing delivered to Recipient with thirty (30) days of the disclosure. The obligations herein shall not apply to confidential information which: (a) has become publicly available without breach hereunder by Recipient or another person, (b) was rightfully received by Recipient from a source not under obligation of confidentiality to Owner (c) in the possession of Recipient, in written or other recorded form, prior to disclosure to Owner (d) is developed by the Recipient independent of any Proprietary Information, or (e) Owner has approved in writing for release by Recipient without restriction.
2. **Fiduciary Obligation.** Recipient acknowledges that Owner has protected the secrecy of all Proprietary Information that said Proprietary Information is of critical importance to Owner and that a violation of this Agreement would seriously and irreparably impair and damage Owner's business. Recipient shall keep all Proprietary Information in a fiduciary capacity for the sole benefit of Owner.
3. **Non-Use and Non-Disclosure.** Recipient shall hold the Proprietary Information in secrecy and confidence in accordance with the provisions of this Agreement and shall use the Proprietary Information solely for the purpose of performing services on behalf of Owner. Recipient shall

not disclose, divulge, provide, or otherwise make available any Proprietary Information, or any portion or summary thereof, to any person, firm, corporation, or other entity except employees and consultants who (i) are required to have such Proprietary Information to perform such services and (ii) have executed a copy of this Agreement with Recipient. In the event that Owner requests in writing, within thirty (30) days, Recipient shall deliver to Owner all documents and other recordings containing Proprietary Information supplied to Recipient and all copies thereof and shall destroy all notes, summaries, analyses and compilation prepared by Recipients or for Recipient's use containing or reflecting any such Proprietary Information.

4. Remedies. It is specifically understood and agreed that any breach of this Agreement is likely to result in irreparable injury to Owner and that the remedy at law alone will be an inadequate remedy for such breach, and that, in addition to any other remedy it may have, Owner shall be entitled to enforce the specific performance of this Agreement by Recipient and to seek both temporary and permanent injunctive relief (to the extent permitted by law) without the necessity of proving actual damages.
5. Relationship. No agency, joint venture or partnership relationship is created between the parties by this Agreement.
6. Rights. No right or license is granted to Recipient, expressly or by implication, with respect to Proprietary Information or any patent or patent application or other proprietary right of Owner, notwithstanding the expiration of the confidentiality obligations of this Agreement.
7. Modification. All additions or modification to this Agreement must be made in writing and must be signed by both parties.
8. Term. This Agreement shall remain in full force and effect for five (5) years from date hereof.
9. Governing Law. This Agreement shall be construed under and governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as a sealed instrument as of the date first above written.

COVINTUS, INC.  
13991 North Gayton Road  
Suite C  
Henrico, VA 23233

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

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