

MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (this "Agreement") is entered into by and between BlueVoyant LLC, whose address is 335 Madison Avenue, 5G, New York, NY 10017 and Partner or Client.

1. Confidentiality. Each party and its affiliates and their respective employees, officers, directors, contractors, agents and advisors (including without limitation, counsel, consultants and accountants) (collectively, "**Representatives**") is willing to furnish the other party and/or its Representatives with certain information which is non-public, confidential or proprietary in nature. This oral, written, graphic, electronic or other information, in whole or in part, whether furnished prior to, on or after the date hereof, together with (a) analyses, compilations, studies or other documents prepared by the receiving party and its Representatives that contain or otherwise reflect such information; and (b) any metadata, source code, object code, firmware or other data or information embedded in, or attached to, electronic documents or other media provided by the disclosing party or on behalf of the disclosing party is collectively referred to in this Agreement as "**Confidential Information.**" Each party agrees to safeguard Confidential Information received under this Agreement with at least the same degree of care as it normally uses to protect its own similar Confidential Information.

2. Exclusions. Confidential Information does not include information that (a) is or becomes generally available to the public other than as a result of direct or indirect disclosure in breach of this Agreement by the receiving party or any of its Representatives; (b) is or becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party or its Representatives who is not known by the receiving party to be bound by a confidentiality agreement with the disclosing party or by any other legal or fiduciary obligation of secrecy to, or for the benefit of, the disclosing party; (c) was known by the receiving party or in its possession on a non-confidential basis prior to the date of disclosure by or on behalf of the disclosing party; (d) was or is independently developed by the receiving party or any of its Representatives without use of, or reference to, Confidential Information, as demonstrated by tangible evidence; or (e) is furnished by the disclosing party to others with written confirmation that such information is not Confidential Information and may be disclosed.

3. Restriction in Use/Access. Subject to Section 7 of this Agreement and unless otherwise agreed to in writing by the disclosing party, (a) the receiving party and its Representatives agree to keep Confidential Information strictly confidential and will only use Confidential Information in connection with this Agreement and will not disclose Confidential Information to anyone; and (b) the receiving party agrees not to disclose to any person (other than its Representatives) and shall not permit any of its Representatives to disclose to any person (i) the existence or contents of this Agreement; (ii) the fact that Confidential Information has been made available to the receiving party or its Representatives pursuant to this Agreement or that the receiving party is evaluating such Confidential Information; or (iii) any term, condition or other fact relating to discussions or negotiations between the parties.

The receiving party agrees to permit access to the Confidential Information only to its Representatives who the receiving party determines need to know the Confidential Information for the purposes contemplated by this Agreement and who shall be subject to a confidentiality or professional obligation, duty or agreement, code of conduct or confidentiality undertaking that is at least as restrictive as the provisions of this Agreement from a confidentiality perspective. Should the receiving party have reason to believe that any Confidential Information has been disclosed to a person not

authorized to receive such information, the receiving party shall inform the disclosing party in writing as promptly as practicable. Under such circumstances, the receiving party shall use commercially reasonable efforts to limit any damage that may be caused to the disclosing party as a result of the disclosure. The receiving party also agrees to promptly notify the disclosing party in writing of any breach by it or its Representatives of this Agreement of which the receiving party becomes aware, and in any event, the receiving party shall be responsible for any breach of this Agreement by any of its Representatives.

4. No License. Each party agrees that Confidential Information provided by or on behalf of the disclosing party shall at all times remain the exclusive property of the disclosing party. Neither party is granting a license to the other party to use any of the disclosing party's Confidential Information or intellectual property, except as may be specifically required for the purpose of this Agreement, and then only for such purpose.

5. Reverse Engineering. The receiving party agrees not to, and not to attempt to (and will not permit its Representatives to), reverse engineer or decompile any software, hardware, firmware or other technology programs provided to it by or on behalf of the disclosing party under this Agreement, unless it has obtained the disclosing party's prior written consent.

6. Return/Destruction. Upon the disclosing party's written request, the receiving party agrees to promptly use commercially reasonable efforts to return or destroy (at the receiving party's election) the Confidential Information and any copies or extracts thereof in its possession or in the possession of its Representatives. The receiving party and its Representatives may retain any Confidential Information that (a) it is required to keep for compliance purposes under a document retention policy or as required by a court or regulatory agency or by applicable law, rules, regulations or professional standards; or (c) have been created electronically pursuant to automatic or ordinary course archiving, back-up, security or disaster recovery systems or procedures. If the receiving party elects to destroy Confidential Information (subject to any retention rights provided in this Agreement), the disclosing party may request that the receiving party provide it with written confirmation of destruction in compliance with this paragraph. Each party agrees to promptly inform the other party in writing if it believes that it erroneously or unintentionally disclosed Confidential Information to the other party, and in any such instance, the receiving party will dispose of or return such Confidential Information as instructed by the disclosing party.

7. Disclosure Legally Compelled or Required. In the event that the receiving party or any of its Representatives becomes legally compelled, required or requested by a court of competent jurisdiction or otherwise by law, regulation or legal or judicial process or upon the bona fide request or demand of a regulatory agency or stock exchange that has authority over the receiving party or any of its Representatives to disclose any Confidential Information, the receiving party will provide the disclosing party with prompt written notice, unless providing such notice would violate applicable law or regulation, so that the disclosing party may seek a protective order or other appropriate remedy, waive compliance with the provisions of this Agreement or consent to such disclosure. If the disclosing party seeks such an order or other appropriate remedy, the receiving party will provide such cooperation as the disclosing party reasonably requests. The receiving party (or its Representatives, as applicable) agrees to furnish, disclose or describe only that portion of the Confidential Information which is legally required (based on the advice of its internal or external counsel).

8. Specific Performance. Each party acknowledges and agrees that in the event of any breach of this Agreement by a party or its Representatives, the non-breaching party or its Representatives may be irreparably and immediately harmed and might not be made whole by monetary damages. The non-breaching party or its Representatives may be entitled to equitable relief by way of injunction, specific performance or otherwise in addition to any other remedies that may be available to it.

9. Competitive Development. Each party recognizes that the other party (including certain of its affiliates) may be engaged in the research, development, production, marketing, licensing and/or sale of similar services or products that may be competitive with each other and may display the same or similar functionality. Nothing in this Agreement shall be construed to prevent either party from engaging independently in such activities, provided it does not use the Confidential Information of the other in order to do so.

10. No Representations. NEITHER PARTY NOR ITS REPRESENTATIVES HAVE MADE OR MAKE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY IN THIS AGREEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION AND NONE OF THEM SHALL HAVE ANY LIABILITY OR OTHERWISE UNDER THIS AGREEMENT TO THE OTHER PARTY, ANY OF ITS REPRESENTATIVES OR ANY OTHER PERSON RELATING TO OR RESULTING FROM USE OF THE CONFIDENTIAL INFORMATION OR FOR ANY ERRORS THEREIN OR OMISSIONS THEREFROM (EXCEPT AS MAY OTHERWISE BE PROVIDED IN A DEFINITIVE AGREEMENT SIGNED BY THE PARTIES ON OR AFTER THE DATE OF THIS AGREEMENT).

11. No Future Commitment or Obligation. This Agreement does not give rise to any future intention, commitment or obligation of either party to buy or sell or to enter into any kind of business relationship with the other party.

12. Choice of Law. This Agreement will be governed by and construed under the laws of New York, without regard to the principles of choice of law.

13. Entire Agreement. This Agreement represents the entire understanding and agreement of the parties regarding the subject matter of this Agreement and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. This Agreement may not be modified or amended, except by a written document duly executed by both parties.

14. Assignment. Neither party may assign this Agreement without the prior written consent of the other party (which shall not be unreasonably withheld or delayed); provided, however, that a party may, acting in good faith, assign this Agreement to an affiliate without consent; provided, however, that the assigning party provides prompt written notice of such assignment to the non-assigning party. This Agreement shall apply to the successors and assigns of the parties.

15. Term of Confidentiality. Confidential Information disclosed pursuant to this Agreement shall be subject to the terms of this Agreement for three (3) years following the initial date of disclosure (which may be prior to the date of execution of this Agreement), except that Confidential Information that constitutes trade secrets of the disclosing party shall be subject to the terms of this Agreement for as long as such information remains a trade secret under applicable law and Confidential Information that constitutes personally identifiable information shall be subject to the terms of this Agreement forever, without expiration.

16. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, it will not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect.

17. No Waiver. If a party fails or is delayed in exercising any right, power or privilege under this Agreement, it shall not be considered a waiver.

18. Counterparts. This Agreement may be executed in counterpart signature pages. The parties may exchange signature pages by e-mail or other electronic means.