



BLACKDRAGON
PER UNITATEM VIS

NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made effective as of _____ between Blackdragon, LLC (“Blackdragon”) a Virginia limited liability company with offices at 2231 Crystal Drive, Suite 1000, Arlington, VA 22202 and _____ (hereinafter referred to as the “Participant”), with primary offices located at _____

WHEREAS, to assure the mutual protection and preservation of Confidential and/or Proprietary Information, either or both of which are herein described as “Proprietary Information” documents, data, and other material, including the technical ideas and concepts, pricing data, samples, sketches, whether presented in oral or written form and identified as Proprietary or Confidential, to be disclosed between them relative to Consulting Partnership Programs (hereinafter referred to as the "Program").

WHEREAS, the disclosing (“Disclosing Party”) and receiving (“Receiving Party”) parties of Proprietary Information are Blackdragon and Participant; either party may disclose or receive Proprietary Information; and

WHEREAS, the specific Proprietary Information disclosed under this Agreement is technical information and/or solutions, management information and/or approaches, and cost and/or price information all such Information shall only be disclosed for the express purpose of (1) permitting an information exchange designed to aid Blackdragon in determining system requirements and needs and (2) allowing Participant to receive Blackdragon information and proposal(s) to provide products and services, either of which may contain Proprietary Information;

WHEREAS, the parties hereto desire to assure and hold in confidence the information furnished by either party to the other party relative to the Program.

NOW THEREFORE, in consideration of the aforementioned information disclosures, the parties hereto agree as follows:

The parties hereto shall hold in confidence, and withhold from third parties, any and all Proprietary Information (as defined below) disclosed by one party to the other and shall use Proprietary Information only for the purpose(s) stated herein and for no other purpose unless the originating party shall agree herein or hereinafter in writing. Each party agrees to safeguard from theft, loss, and negligent disclosure the other party’s Proprietary Information received pursuant to this Agreement by utilizing the same degree of care as the receiving party utilizes to safeguard its own Proprietary Information of a similar character from theft, loss, and negligent disclosure, but not less than reasonable care, and to limit access to Proprietary Information to those officers, directors, and employees within the receiving party’s organization who reasonably require such access to accomplish the aforesaid purposes.

Each party agrees the Proprietary Information disclosed by one party to the other may be disclosed orally, in writing, or in one or more electronic formats on media such as, but not limited to, tapes, diskettes, compact disks, or other similar media. When disclosed orally, at the time of disclosure the Disclosing Party shall identify such information as Proprietary Information subject to the provisions of this

Agreement, subsequently summarize it in writing within ten (10) days after disclosure and provide a copy to the Receiving Party appropriately marked "Proprietary Information". When disclosed in writing or electronic format, Proprietary Information shall be marked as such in a clearly identifiable way. Neither party shall be liable for use nor disclosure of any such Proprietary Information if it can establish by contemporaneous, clear, and convincing written evidence that information of substantially the same form and content:

- a) is or becomes a part of the public knowledge or literature without breach of this Agreement by the receiving party; or
- b) is known to the receiving party without restriction as to further disclosure when received; or is independently developed by the receiving party without the use, directly, or indirectly, of information received under this obligation of secrecy with the originating party; or
- c) becomes known to the receiving party to a third party who had a lawful right to disclose it without breaching this Agreement, or
- d) is disclosed by the originating party to a third party, including the United States Government without restriction as to further disclosure.

If any portion of the Disclosing Party's Proprietary Information falls within any one of the exceptions under (b) above, the remainder shall continue to be subject to the prohibitions and restriction contained herein.

No Copies Whatsoever of Proprietary Information shall be made except with the prior written consent of the Disclosing Party. All information disclosed to the Receiving Party hereunder is, and shall remain, the sole property of the Disclosing Party. The Disclosing Party makes no warranty as to the accuracy of the information disclosed.

The Receiving Party shall not disclose to any third-party Proprietary Information disclosed by the Disclosing Party or offer for sale or manufacture or otherwise disclose to any third-party devices (or related information) utilizing any of the Proprietary Information unless otherwise permitted in writing by the Disclosing Party.

In compliance with U.S. Department of State International Traffic in Arms Regulations and U.S. Department of Commerce Export Administration Regulations, notwithstanding any other provision hereof, the Disclosing Party, with respect to information hereunder, shall not, and shall not attempt to re-export to any country prohibited from obtaining such data, either directly or indirectly through affiliates, licensees or subsidiaries, any technical data acquired from the Disclosing Party, any products utilizing such data, or any hereto, to any countries outside the United States which export may be in violation of the United States Export Laws or Regulations. Nothing in this clause relieves the Receiving Party from any obligation stated elsewhere in this Agreement not to disclose such data.

Proprietary Information shall be made available only to those employees of the Receiving Party who have a reasonable need for such information. The Receiving Party shall not disclose such information to any person (including employees) who are not U.S. citizens or otherwise export (as that term is defined by U.S. Export Laws or Regulation) the information without first acquiring the necessary government licenses and approvals.

Neither the execution of this Agreement nor the furnishing of any Proprietary Information by the Disclosing Party shall be construed as granting expressly, by implication, estoppel or otherwise, an licenses, trademarks, copyrights, inventions, or patents now or hereafter owned or controlled by the Disclosing Party or any other rights, nor shall the transmission of such Proprietary Information by the

Disclosing Party constitute a representation, warranty, assurance, guaranty or inducement by the Disclosing Party to the Receiving Party with respect to infringement of the rights of any third party.

Each Party warrants that it has the right to make the disclosures under this Agreement. EXCEPT AS SET FORTH IN THIS SECTION, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPRIETARY INFORMATION DELIVERED HEREUNDER, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM PATENT OR COPYRIGHT INFRINGEMENT, WHETHER ARISING BY LAW, CUSTOM, OR CONDUCT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

The Receiving Party fully acknowledges the highly proprietary nature of the Program and its extreme market sensitivity; hence the Receiving Party shall strictly comply with the terms of this Agreement. The Receiving Party further acknowledges that all Proprietary Information received under this Agreement shall be only for the purpose of supporting the Program.

Neither the execution of this Agreement nor the furnishing of any Proprietary Information by the Disclosing Party shall be construed as granting expressly, by implication, estoppel or otherwise, as an obligation to enter into a subsequent contract or to result in any claim whatsoever by one party against the other party for reimbursement of costs for any effort expended hereunder.

The parties do not intend that any agency or partnership relationship be created by them by this Agreement. Neither party has an obligation under this Agreement to purchase any product or service from the other party. Neither party has an obligation under this Agreement to offer for sale products using or incorporating the proprietary or confidential information.

Upon termination or expiration of this Agreement, the Receiving Party shall cease using the Proprietary Information, and shall destroy all such information, including authorized copies thereof, and furnish the disclosing party with written certification of destruction except that one copy of such information may be retained by such party's general counsel in a separate and secure file for record purposes only. Alternatively, at the Disclosing Party's request, the Receiving Party shall promptly return all such Proprietary Information and copies thereof to the Disclosing Party.

For the purposes of all communications and transmittals of Proprietary Information under this Agreement, the respective authorized representatives of each party, subject to change upon written notice, are:

Blackdragon	Participant
Robert Rosenberger, CEO	
Blackdragon	
344 Maple Avenue West, #221	
Vienna, VA 22180	

All notices shall be effective upon receipt.

This Agreement shall terminate two years from the date hereof unless extended by a written amendment signed by both parties; but his Agreement may be terminated prior to the expiration of the two-year term, as to receipt of additional information, by either party upon thirty (30) days written notice. Paragraphs 1 and 2 of this Agreement shall survive any such early termination.

This Agreement shall be governed by the domestic laws of the Commonwealth of Virginia, excluding its principles of conflicts of laws, and there are no understandings, agreements or representations, expressed or implied, not specified herein.

This Agreement contains the entire understanding between the parties, superseding all prior or contemporaneous communications, agreements, and understanding between the parties with respect to the exchange and protection of Proprietary Information. This Agreement may not be modified in any manner except in a written form executed by each of the parties hereto.

Both signatories below have the authority to bind their respective selves and/or companies to this Agreement and shall be the point of contact for notices under this Agreement.

Blackdragon	Participant
 <i>Signature</i>	 <i>Signature</i>
Robert Rosenberger <i>Printed Name</i>	 <i>Printed Name</i>
Chief Executive Officer <i>Title</i>	 <i>Title</i>
 <i>Date</i>	 <i>Date</i>



A MODERN DAY FREE COMPANY