



MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (“Agreement”) is entered into by and between F2 Labs, whose principal place of business is 26501 Ridge Road, Damascus, Maryland 20872 and the other party signing below.

1. Definition of Confidential Information. “Confidential Information” means any written or tangible information provided by or on behalf of a party hereto (the “Disclosing Party”) to the other party hereto (the “Receiving Party”) in connection with the Purpose (as defined below) that is marked “confidential” or “proprietary”.

No information disclosed by the either party shall be considered Confidential Information if: (i) it is or becomes available to the public through no wrongful act of the Receiving Party; (ii) it is already in the possession of the Receiving Party at the time of disclosure and not subject to any agreement of confidence between the parties hereto; (iii) it is received by the Receiving Party from a third party without any restriction known to the Receiving Party for the benefit of the Disclosing Party; or (iv) it is independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information.

2. Use and Care of Confidential Information. Confidential Information shall only be used by the Receiving Party for the Purpose set forth below, and it shall not be disclosed by the Receiving Party except as provided in this paragraph. The Receiving Party shall disclose the Confidential Information only to its employees, affiliates, representatives, subcontractors and professional advisors who have a need to know such Confidential Information and who are subject to confidentiality obligations. The Receiving Party may also disclose Confidential Information pursuant to a requirement of or request by a government agency or a court of competent jurisdiction after written notice and, to the extent reasonably practicable and as permitted by law, a reasonable opportunity to intervene is given to the Disclosing Party. The Receiving Party shall use reasonable measures commensurate with those that the Receiving Party uses to protect its own confidential information to keep the Disclosing Party’s Confidential Information confidential and protect it from unauthorized disclosure.
3. Return of Confidential Information. To the extent permitted by applicable law, professional regulations and internal corporate policies upon receipt of a written request from the Disclosing Party, the Receiving Party shall, at the Receiving Party’s option, either return to the Disclosing Party or destroy the Confidential Information and so confirm in writing.
4. Representations and Warranties. Each party represents and warrants to the other that it is not bound by any other confidentiality or other agreement that would restrict its ability to speak with the other party as contemplated hereunder, or if such party is bound by such an agreement, that it will not disclose to the other any information that would cause a breach of any such agreement.
5. No Export or Retransfer. The Disclosing Party shall not transfer any documents, information or other materials subject to United States export control laws, rules or regulations without the prior written consent of the Receiving Party.
6. Injunctive Relief. Each Receiving Party hereby acknowledges and agrees that its breach of any of its obligations hereunder may result in irreparable injury to the Disclosing Party, that it may be difficult to measure damages to the Disclosing Party for a breach of one of the

promises set forth in this Agreement, and that therefore the Disclosing Party shall be entitled to seek an injunction or other appropriate equitable relief in the event of a breach hereof.

7. Additional Terms. (a) Nothing hereunder shall grant or confer to the Receiving Party any rights by license or otherwise in any of the Confidential Information; (b) nothing hereunder shall obligate either party to enter into any further agreement or negotiation with the other or to refrain from entering into any agreement or negotiation with any third party; (c) neither party may assign or otherwise transfer this Agreement, or any of its rights and obligations hereunder, to any third party; and (d) the following provisions apply with respect to this Agreement: (i) it shall become effective as of the date of full execution and will extend for one year thereafter; provided, that it may be terminated at any time by either party in writing; and provided further that the obligations of confidentiality hereunder shall survive such termination for a period of 3 years; (ii) it is governed by and subject to the laws and the jurisdiction of the courts of the State of Maryland; (iii) it constitutes the entire agreement between the parties with respect to its subject matter; (iv) it supersedes any prior or contemporaneous oral or written agreements with respect thereto; (v) it may not be modified except by a written instrument signed by both parties; and (vi) if any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect and the invalid or unenforceable provision will be replaced by a valid, enforceable provision that as nearly as possible states the intent of the parties.

Purpose The potential performance of services by F2 Labs for Company.

Company: _____	_____ F2 Labs _____
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Date: _____	Date: _____

Company
Address: _____