

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the “*Agreement*”) is made as of _____ (the “*Effective Date*”) by and between HudsonIT, LLC (“*Company*”), a New Jersey corporation, and _____ (“*Third Party*”).

1. STATEMENT OF PURPOSE. This Agreement is being executed in connection with discussions and other exchanges of information that representatives of the parties have had or will have for the purpose of evaluating the possibility of entering into certain business transactions and for such other purposes as the parties may agree in writing.

2. CONFIDENTIAL INFORMATION. Each party understands and agrees that during the term of this Agreement it may be furnished with or otherwise have access to information that the other party considers to be confidential, including but not limited to business and technical information, marketing plans, research, designs, plans, methods, techniques, processes and know-how, whether tangible or intangible and whether or not stored, compiled or memorialized physically, electronically, graphically or in writing (the “*Confidential Information*”). Each party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other party’s rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature or importance, but in no event use less than reasonable efforts. Neither party will sell, transfer, publish, disclose, or otherwise use or make available any portion of the Confidential Information of the other party to third parties, except to those of its directors, officers, employees, or attorneys who have a need-to-know the same, in furtherance of the purposes of this Agreement and as expressly authorized in this Agreement. No license under any patent, trademark, copyright or any other intellectual property or proprietary rights laws is either granted or implied by the disclosure of any Confidential Information. Nothing in this Agreement shall be deemed to obligate either party to disclose any Confidential Information to the other, or to accept any Confidential Information from the other.

3. NON-CONFIDENTIAL INFORMATION. Notwithstanding Section 2, Confidential Information of a party shall not include information which: (a) is, as of the time of its disclosure or thereafter becomes part of the public domain through a source other than the receiving party; (b) was rightfully known to the receiving party as of the time of its disclosure; (c) is independently developed by the receiving party; (d) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or (e) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, whereupon the party subject to same shall provide prompt written notice to the other party prior to such disclosure, so that such party may seek a protective order or other appropriate remedy.

4. OWNERSHIP. The receiving party agrees that all Confidential Information of the disclosing party which comes into the receiving party’s custody or possession, is and at all times shall be the exclusive property of the disclosing party, to

be used by the receiving party only for the purposes expressly authorized by this Agreement. At the request of the disclosing party, the receiving party shall promptly destroy all of its copies of such Confidential Information or return the same to disclosing party, and shall, within thirty (30) days of receiving such a request, certify in writing its compliance with the terms of this provision. After such destruction or delivery, the receiving party shall not retain any copies thereof.

5. MISCELLANEOUS. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any prior or contemporaneous agreements concerning the subject matter hereof. The term of this Agreement shall be for a period of one (1) year unless sooner terminated upon written notice by one party to the other. The obligations of confidentiality hereunder with respect to all Confidential Information shall survive the termination or expiration of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. No delay or omission by a party in exercising any right under this Agreement will operate as a waiver of that or any other right. This Agreement is governed by and will be construed in accordance with the laws of the State of New Jersey without regard to conflicts of law principles. Each party is an independent contractor of the other and shall not be deemed to be an agent, partner, joint venture, franchisor-franchisee with the other for any purpose. Each party acknowledges that its breach of this Agreement may cause irreparable injury to the other party and that the other party, may seek and obtain injunctive and other equitable relief against such breach. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in a mutually executed writing. Neither party shall disclose, publicize or advertise in any manner the discussions or negotiations contemplated by the Agreement without the prior written consent of the other party, except as may be required by law. All notices, requests and consents under this Agreement shall be in writing and shall be deemed to have delivered (a) on the date personally delivered, (b) on the date mailed, postage prepaid by certified mail with return receipt requested, or (c) when sent via facsimile and confirmed to the parties’ addresses set forth herein. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute a single instrument. This Agreement may be delivered by facsimile.

{SIGNATURE PAGE FOLLOWS}

MUTUAL NON-DISCLOSURE AGREEMENT

{SIGNATURE PAGE TO MUTUAL NON-DISCLOSURE AGREEMENT}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date and agree to be legally bound by all terms and conditions contained herein.

HUDSONIT, LLC

THIRD PARTY: _____

By: _____

By: _____

Title: _____

Title: _____

Address: Woodbridge Corporate Plaza
P.O. Box 158
Woodbridge, New Jersey 07095

Address: _____

Date: _____

Date: _____