

HETZER AND ASSOCIATES

— It's Who You Know

MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (the "Agreement") is made effective as of the date written below (the "Effective Date"), between HETZER AND ASSOCIATES., ("Sales Representative"), and the individual or entity signing below (the "Reviewer").

Purpose

In connection with a possible business transaction between Sales Representative and the Reviewer (the "Transaction"), Sales Representative and Reviewer may receive certain Confidential Information (as defined below) of each other. The parties are willing to provide such Confidential Information to each other only subject to the terms set forth in this Agreement.

Definition of Confidential Information

"Confidential Information" means any information, technical data or know-how (whether disclosed before or after the date of this Agreement), including, but not limited to, information relating to business and product or service plans, financial projections, patents, patent applications, computer object or source code, research, inventions, processes, designs, drawings, engineering, marketing or finance, which information is designated in writing to be confidential or proprietary or which information would under the circumstances, appear to a reasonable person to be confidential or proprietary. The contents of this Agreement and the fact that the parties are reviewing a Transaction shall also be treated as Confidential Information under this Agreement. Confidential Information does not include information which (i) is in the possession of the receiving party at the time of disclosure (as shown by the receiving party's files and records immediately prior to the time of disclosure); or (ii) becomes part of the public knowledge or literature, not as a result of any improper action or breach of this Agreement by the receiving party; (iii) is subsequently disclosed to the receiving party by a third party having the legal right to make such disclosure; or (iv) is approved by the disclosing party, in writing, for release.

Nondisclosure of Confidential Information

Sales Representative and Reviewer agree to use Confidential Information of the other only for the purpose of evaluating the Transaction in accordance with the terms of this Agreement. Sales Representative and Reviewer will not disclose or permit disclosure of any Confidential Information of the other to any third party. Sales Representative and Reviewer each agrees that it will take all reasonable measures to protect the secrecy of and to avoid disclosure of the Confidential Information of the other to anyone other than those persons authorized hereunder to have any such information. Such measures shall include the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Any materials or documents containing Confidential Information which have been or may be furnished by one party to the other hereunder or reproduced or developed by the receiving party will be destroyed or promptly returned to the disclosing party upon such disclosing party's written request.

No Rights Granted

Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to use such Confidential Information in connection with the proposed Transaction.

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Survival

The commitments of each party hereunder shall survive any termination of the Transaction between the parties, and shall remain in effect following the date hereof for a period of three (3) years; provided however, that any trade secrets disclosed hereunder shall be protected and treated as Confidential Information for so long as they retain their trade secret status under applicable law.

Miscellaneous

Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party. This Agreement shall be governed by Delaware law, without reference to conflicts of laws rules. This Agreement may be executed in two or more counterparts (which may be delivered electronically), each of which shall be deemed an original and all of which together shall constitute one instrument.

Remedies

Each party agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the disclosing party and that, in addition to any other available remedies, the disclosing party shall be entitled to obtain injunctive relief against the breach or threatened breach of this Agreement by the receiving party, without the necessity of proving actual damages.

Signature Section

The parties have executed and delivered this Agreement as of the date below.

Date:

HETZER & ASSOCIATES

Name: _____

By: _____

Title: _____

REVIEWER

Name: _____

Of: _____

By: _____

Title: _____