

MUTUAL NON-DISCLOSURE, NON-CIRCUMVENTION, AND NON-SOLICITATION AGREEMENT

THIS MUTUAL NON-DISCLOSURE, NON-CIRCUMVENTION, AND NON-SOLICITATION AGREEMENT (this “**Agreement**”) is entered into as of the date of execution of that certain Statement of Work (“**SOW**”), to which this Agreement is attached and incorporated therein by reference (the “**Effective Date**”), by and between Murray Media Group, Inc. d/b/a Cirface, an Ontario corporation (“**Cirface**”), and the entity or individual described and identified in the SOW (“**Client**”) (Cirface and Client each a “**Party**” and collectively, the “**Parties**”).

STATEMENT OF PURPOSE

Each Party will be disclosing to the other certain confidential and proprietary information about its products, services, technology, business strategies, books and financial data, records, and related information for use by the other Party in evaluating potential business dealings (the “**Potential Transaction**”). For purposes of this Agreement, each Party will be considered to be a “**Disclosing Party**” with respect to information that it discloses and a “**Recipient**” with respect to information that it receives. It is the desire of the parties to explore the possibility of working together in some capacity to advance the Potential Transaction of the Disclosing Party and it is necessary for the Disclosing Party to furnish certain information or premises access to Recipient that is non-public, highly confidential, or proprietary in nature to enable the Parties to explore the possibility of pursuing the Potential Transaction.

NOW, THEREFORE, Recipient hereby confirms its desire to examine Disclosing Party’s confidential and proprietary Information (as defined below) or access its premises or networks to perform the same for the purpose of evaluating the Potential Transaction (the “**Evaluation**”) and, in consideration of being furnished with such information or access, hereby agrees as follows:

AGREEMENT

Non-Disclosure and Restrictions on Use of Information.

Information. For purposes of this Agreement, “**Information**” means, without limitation, the identity of the Parties involved in the Potential Transaction, the identity of the business opportunities associated with the Potential Transaction, all intellectual property; strategic information; software code; member, manager, shareholder, director, and officer personal and financial data; financial information and data; financial statements or projections; cost or pricing data; business plans; prototypes; drawings; data; trade secrets; business records; sales records; performance records; customer lists; client data and personal information; partnership or joint venture agreements; license agreements; marketing plans or information; employee lists; policies and procedures; information relating to processes, technologies or theory; any information, however documented, that may constitute a trade secret of the Disclosing Party; third-party confidential information; and any or all other information that may be disclosed by the Disclosing Party to the Recipient in accordance with this Agreement or relating to the Evaluation.

Non-Disclosure of Information. Recipient acknowledges the competitive value and highly confidential nature of the Information, and the damages that would result to the Disclosing Party if any such Information were disclosed; therefore, the Information shall be kept confidential by Recipient and shall not be disclosed by the Recipient in any manner whatsoever, in whole or in part, during the Term of this Agreement and for three (3) years after the expiration or termination of this Agreement (other than duties related to Information that constitutes trade secrets, which will not expire), except that:

i. Recipient may disclose the Information to its directors, officers, managers, employees, agents, financing sources, and legal and financial advisers (collectively, its “**Agents**”) solely for the purposes of the Evaluation on a need-to-know basis; provided, Recipient shall transmit the Information only to Agents who need to know the Information in connection with the Evaluation; and provided further, Recipient shall notify each of the Agents in writing that the Information is to be held by them in confidence and not disclosed to others, and such Agents shall not permit others to use for their benefit or to the detriment of the Disclosing Party any of the Information; and

ii. Recipient has no non-disclosure obligation hereunder with respect to any Information that (A) has been legally made public, other than by acts of the Recipient or his/her/its Agents in violation of this Agreement; (B) was or becomes independently known or available to the Recipient, on a non-confidential basis, from a source other than the Disclosing Party and that is not known to the Recipient to be subject to any restrictions on disclosure; or (C) was known by or in possession of the Recipient, as established by documentary evidence, prior to being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement.

Without limiting any other terms of this Agreement, Recipient shall use the same degree of care to avoid disclosure of the Information as he/she/it employs with respect to its own information that it does not desire to disclose, but at all times shall use at least reasonable care and best efforts to protect the Disclosing Party’s Information.

Restrictions on Use/Non-Circumvention. Recipient shall not use, reproduce, copy, disclose, transfer, sell, or exploit, or aid, encourage, or allow any other person, business, or entity to use, reproduce, copy, disclose, transfer, sell, or exploit the Information, directly or indirectly, for any purpose other than the Evaluation, and such permitted use must absolutely cease upon termination of this Agreement. Without limiting the generality of the foregoing, (i) except as provided in Section 4(b) below, Recipient shall not use the Information in any judicial or administrative proceeding, and (ii) Recipient shall not use any of the Information to perform, manufacture, distribute, deliver, use, or sell products or services embodying any such Information, or otherwise compete with, circumvent, or act to the detriment of the Disclosing Party. In the event that Recipient desires or needs to disclose the Information to a third party to advance the Potential Transaction of the Disclosing Party or to further analyze the same (a “**Third-Party Recipient**”), it is necessary for the Recipient to also have the Third-Party Recipient sign a substantially identical Non-Disclosure, Non-Circumvention, and Non-Solicitation Agreement to this Agreement, on behalf of Disclosing Party.

Loss or Misuse of the Information. Recipient shall keep a record of the location of the Information and shall notify the Disclosing Party promptly of any loss, misuse, or misappropriation of the Information. The Recipient hereby agrees to indemnify Disclosing Party against all losses, damages, claims, or expenses (including reasonable attorneys' fees) incurred or suffered by Disclosing Party as a result of Recipient's breach of this Agreement. Promptly upon discovery of an unauthorized disclosure, access, or use, the Recipient shall: (A) notify the Disclosing Party; (B) make reasonable attempts to retrieve the Information; (C) comply with any reasonable written requests of Disclosing Party regarding such unauthorized disclosure, access, or use; and (D) review and take other reasonable action as appropriate to prevent any future unauthorized disclosures, accesses, or uses.

Title to and Return or Destruction of the Information. Recipient agrees that no license, whether expressed or implied, is hereby created or granted to Recipient by Disclosing Party to use any of the Information other than solely for the purpose of the Evaluation. Title to the Information shall remain in the Disclosing Party, and in the event the Potential Transaction is not consummated, the Information (and all copies, summaries, and notes of the contents thereof) shall be returned to Disclosing Party or destroyed by Recipient in accordance with the Disclosing Party's instructions.

2. Restrictive Covenants; Anti-Bribery; Compliance.

Non-Solicitation: Customers or Clients. During the Term of this Agreement and for a period of twenty-four (24) months following the termination of the Term for any or no reason whatsoever, Recipient shall not, on its own behalf or on behalf of another party, whether as an officer, stockholder or member, director, employee, representative, partner, sole proprietor, broker, agent, or independent contractor, solicit or accept and perform business that is the same or substantially similar to the Disclosing Party's business related to the Potential Transaction, directly or indirectly, from any of the Disclosing Party's customers or clients. For the purposes of this Agreement, "**Disclosing Party's customers or clients**" means any person, company, or other third-party entity to which the Disclosing Party is providing products or services during the Term of this Agreement.

Anti-Bribery. Recipient and its respective affiliates or agents shall not directly or indirectly make an offer, payment, promise to pay or authorize payment of money, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official or employee of any government or the United States Government (including a decision not to act) or inducing such a person to use its influence to effect any such government act or decision in order to assist Disclosing Party in obtaining, retaining or directing any sale of the Disclosing Party's products or services.

Compliance with Laws and Regulations. Recipient shall not take any action which would constitute a violation of the laws, rules or regulations of the United States or any other country or jurisdiction in which its performance of this Agreement extends, would be embarrassing or would create an appearance of impropriety, and in the event it is found to have violated any such law, rule or regulation, it shall indemnify, defend and hold harmless the Disclosing Party from any liability, expense, including without limitation, reasonable attorneys' fee, or cost it may

incur as a result of such violation. Such indemnification provided in this Section 2(d) shall survive the termination of this Agreement.

Modification of Section 2. If any of the provisions of this Section 2 shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included herein.

Survival. Without limiting any other term or condition of this Agreement, the restrictive covenants, terms and conditions contained in this Article 2 (collectively, the “**Restrictive Covenants**”) shall survive the termination of this Agreement for two (2) years thereafter. Any action by the Disclosing Party seeking to enforce the terms and conditions of this Article 2 shall automatically toll the foregoing survival time period until the dispute or enforcement action has been resolved to the sole satisfaction of the Disclosing Party.

3. Term And Termination.

Term. This Agreement will become effective as of the Effective Date set forth above and will continue in effect until otherwise terminated pursuant to Section 3(b) below (the “**Term**”).

Termination. This Agreement may be terminated by either Party upon ten (10) days prior written notice delivered to the other Party in accordance with Section 4(e) below (“**Termination Notice**”). Upon either Party’s termination of this Agreement, the obligations, terms, and conditions of this Agreement will survive for a period of twenty-four (24) months, after which the Parties will have no further obligations of performance or forbearance hereunder; provided, however, such foregoing survival period will be extended and tolled during any enforcement action brought by either Party to enforce the terms, conditions, and covenants of this Agreement; and provided further, any non-disclosure obligations on the part of Recipient hereunder related to trade secrets will not expire.

4. Miscellaneous Provisions.

Recipient Entity and Affiliates. Where “Recipient” is used in this Agreement, it will be deemed to include any Recipient subsidiary, division, or sister company, and any officer, stockholder, member, director, manager, employee, representative, partner, sole proprietor, broker, agent, or independent contractor of any of the foregoing or the Recipient.

Response to Legal Process. In the event Recipient (or anyone to whom he/she/it transmits the Information, whether or not in compliance with this Agreement) is requested, pursuant to subpoena or other legal process, to disclose any of the Information, Recipient shall provide Disclosing Party with prompt notice so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or Disclosing Party waives compliance with the provisions of this Agreement, Recipient (or such other person) shall furnish only that portion of the Information that is legally required and shall exercise commercially reasonable efforts to obtain a protective order or other assurance satisfactory in form and substance to Disclosing Party that confidential treatment will be accorded the Information in accordance with this Agreement.

Disclaimer of Accuracy of Information. Although the Disclosing Party has endeavored to include in the Information such information known to it that it believes to be relevant for the purpose of the Evaluation, Recipient understands that neither the Disclosing Party nor any of its representatives or advisors has made or herein makes any representation or warranty as to the accuracy or completeness of the Information.

Remedies. The Parties agree that the disclosure of the Information by Recipient in violation of this Agreement may cause irreparable harm, the amount of which would be impossible to ascertain, and that there may be no adequate remedy at law for any breach by Recipient of this Agreement. Therefore, in addition to any other rights and remedies it may have hereunder, at law or in equity, Disclosing Party may, in addition to any other available right or remedy, obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any provision of this Agreement. Recipient further agrees that no bond or other security will be required in obtaining such equitable relief and consents to the issuance of such injunction and to the ordering of specific performance.

Notices. Any notice required or permitted to be given by either Party under this Agreement must be in writing and be personally delivered or sent by a reputable overnight mail service (e.g., Federal Express), or by first class mail (registered or certified), or by facsimile accompanied by first class mail (registered or certified) to the addresses provided herein.

Assignment. A Recipient has no right to assign his/her/its rights under this Agreement, expressly or by operation of law. This Agreement will be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto.

Governing Law; Equitable Relief; Disputes. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.

Jurisdiction; Venue. The Parties hereby agree to and submit to both the jurisdiction and venue in the courts located in the State of Delaware for any actions arising out of this Agreement, relating to this agreement, or otherwise concerning the rights, duties, and obligations of the Parties under this Agreement.

Severability. The invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of the remainder of this Agreement or any other provision hereof.

Modification; Waiver. No oral modifications will be effective, and no delay or failure on the part of either Party to insist on compliance with any provision hereof will constitute a waiver of such Party's right to enforce such provision.

Integration. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of such taken together will constitute only one (1) Agreement, superseding all prior understandings, oral or written; and it is expressly understood that this Agreement does not obligate either Party to enter into any other or further agreements.

Mutual Drafting. This Agreement is the result of the joint efforts of the Parties, each provision has been subject to the mutual consultation, negotiation, and agreement of the Parties, and

there shall be no construction against either Party based on any presumption of that Party's involvement or role in the drafting of this Agreement.

Attorneys' Fees. In the event litigation is instituted to enforce any provision of this Agreement, the prevailing Party in such litigation will be entitled to recover, and the non-prevailing Party shall pay to the prevailing Party, reasonable attorneys' fees and expenses incurred in such litigation in addition to any other recovery to which such Party may be legally entitled. As used herein, the "prevailing Party" means the Party in whose favor a final judgment, order, or decree is rendered or entered.

Heading; Recitals. The headings provided for herein are for convenience and reference only, and will not be deemed a substantive part of this Agreement. The recitals contained in this Agreement above are incorporated into and made an integral and substantive part of this Agreement.

[Remainder of the page intentionally left blank]