

REGISTRYPRO NON-DISCLOSURE

This non-disclosure agreement ("Agreement") is made between Registry Services Corporation ("RegistryPro"), a Delaware Corporation, and _____ ("Participant") and entered into this ____ day of _____ 20__.

In consideration of the mutual promises and covenants contained in this Agreement, and the mutual disclosure of confidential information to each other, the parties hereto agree as follows:

1. Confidential Information and Materials

(a) "Confidential Information" means non-public information that a disclosing party hereto ("Disclosing Party") designates as being confidential or that, under the surrounding circumstances, disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to released or unreleased Disclosing Party software or hardware products, the marketing or promotion of any Disclosing Party product, Disclosing Party's business policies or practices, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to a receiving party hereto ("Receiving Party") by Disclosing Party's parent companies, subsidiaries of such parent companies, subsidiaries, and/or agents is covered by this Agreement.

(b) Confidential Information will not include information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" will mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions

(a) Receiving Party will not disclose any Confidential Information to any third party for five (5) years following the date Disclosing Party discloses such Confidential Information to Receiving Party, except to Receiving Party's consultants and employees as provided below. However, Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order, provided Receiving Party will give Disclosing Party reasonable notice prior to such disclosure and will comply with any applicable protective order or equivalent.

(b) Receiving Party will take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information but in no way below a reasonable standard, to keep confidential the Confidential Information. Receiving Party may disclose Confidential Information or Confidential Materials only to Receiving Party's employees or consultants on a need-to-know basis. Receiving Party will have executed or will execute appropriate written agreements with its employees and consultants sufficient to enable it to comply with all the provisions of this Agreement.

(c) Confidential Information and Confidential Materials may be disclosed, reproduced, summarized, or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Information and Confidential Materials from the confidential information and confidential materials of others in order to prevent co-mingling.

(d) Receiving Party may not reverse engineer, decompile, or disassemble any software disclosed or otherwise provided to Receiving Party.

AGREEMENT (STANDARD RECIPROCAL)

3. Rights and Remedies

(a) Receiving Party will immediately notify Disclosing Party upon discovery of any unauthorized use or disclosure of Confidential Information or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession and/or the confidentiality of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party will return all originals, copies, reproductions, and summaries of Confidential Information and/or Confidential Materials at Disclosing Party's request or, at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party will be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the terms of this Agreement.

4. Miscellaneous

(a) All Confidential Information and Confidential Materials have been, are, and will remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under Disclosing Party's patents, copyrights, trademarks, or trade secret information or any other intellectual property right.

(b) If either party hereto provides pre-release software as Confidential Information or Confidential Materials under this Agreement, such pre-release software is provided "as is" without warranty of any kind. Receiving Party agrees that neither Disclosing Party nor its suppliers will be liable for any damages whatsoever relating to Receiving Party's use of such pre-release software.

(c) Both parties hereto agree that they do not intend nor will they, directly or indirectly, export or re-export (i) any Confidential Information or Materials or (ii) any product (or any part thereof), process, or service that is the direct product of the Confidential Information or Confidential Materials (A) to any country that is subject to U.S. export restrictions (currently including, but not necessarily limited to, Iran, Iraq, Syria, Cuba, North Korea, Libya, and Sudan) or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (B) to any end-user who either party hereto knows or has reason to know will utilize them in the design, development, or production of nuclear, chemical, or biological weapons; or (C) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.

(d) The terms of confidentiality under this Agreement will not be construed to limit either party's right to independently develop or acquire products without use of the other party's Confidential Information.

(e) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement may not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties hereto. None of the provisions of this Agreement will be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement will constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) If either party hereto employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees. This Agreement will be construed and controlled by the laws of the State of Illinois. Process may be served on either party by U.S. Mail, postage prepaid, certified or registered, return receipt requested.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors, and assigns.

(h) If any provision of this Agreement will be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

(i) All obligations created by this Agreement will survive change or termination of the parties' business relationship.

(j) This Agreement does not create any agency, joint venture, or partnership relationship.

5. Suggestions and Feedback

Either party may, from time to time, provide suggestions, comments, or other feedback to the other party with respect to Confidential Information and/or Confidential Materials provided originally by the other party ("Feedback"). Both parties agree that all Feedback is and will be entirely voluntary and will not, absent separate agreement, create any confidentiality obligation for the Receiving Party. However, the Receiving Party will not disclose the source of any Feedback without the providing party's consent. Feedback will be clearly designated as such and, except as otherwise provided herein, each party will be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to the other party. However, the foregoing will not affect either party's obligations hereunder with respect to Confidential Information and Confidential Materials of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

PARTICIPANT: _____

Address: _____

By: _____

Name: _____

Title: _____

Date: _____

REGISTRYPRO

By: _____

Name: _____

Title: _____

Date: _____

Registry Contact: _____