

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the "Agreement") is made and entered into as of the last date signed by the parties below (the "Effective Date") between **FULLTHROTTLE TECHNOLOGIES, LLC**, a Delaware limited liability company, with offices at 400 Lapp Road, Malvern, PA 19355 ("FULLTHROTTLE") and _____, a _____, with offices at _____ ("Company").

WHEREAS, FULLTHROTTLE is a technology company offering its customers access to a proprietary marketing platform ("Services") and FULLTHROTTLE and Company have agreed to enter into certain discussions regarding a possible business relationship or engagement involving the Services (the "Transaction");

WHEREAS, each party may disclose certain information and documentation (the "Disclosing Party") to the other (the "Receiving Party") that is confidential in nature during discussions regarding the Transaction;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and intending to be legally bound by this Agreement, FULLTHROTTLE and Company hereby agree as follows:

1. "Confidential Information" means all data and information of the Disclosing Party disclosed or made available to the Receiving Party in connection with this Agreement, regardless of the format of the disclosure, that is marked or identified as "Confidential" at the time of disclosure or is otherwise of a nature that should reasonably be considered to be confidential. Confidential Information may include, without limitation: the terms of this Agreement, technical specifications and operating manuals, services and information concerning current, future, or proposed products and services and combinations of products and services; product and services descriptions; financial information; information related to mergers or acquisitions; passwords and security procedures; computer programs, software, and software documentation; customer and/or prospective client lists, and all other information relating in any way to the customer and/or prospective client and printouts; records; policies, practices and procedures; and any or all other information, data or materials relating to the business, trade secrets and technology of either party, its customers, clients, employees, business affairs, affiliates, subsidiaries and the affiliates of its parent organization.
2. The Receiving Party:
 - a. Shall not use Confidential Information except for the Transaction;
 - b. Will hold Confidential Information in strict confidence and shall not disclose Confidential Information to others, except for its employees or agents who require Confidential Information in order to carry out the Receiving Party's obligations under this Agreement in relation to the Transaction and who are subject to binding obligations of confidentiality and restricted use at least as protective as those in this Agreement;
 - c. Will protect the confidentiality of Confidential Information using at least the same level of efforts and measures used to protect its own confidential information and at least commercially reasonable efforts and measures, including without limitation limiting access to Confidential Information commensurate with the Transaction under this Agreement;
 - d. Will notify the Disclosing Party as promptly as practical of any unauthorized use or disclosure of Confidential Information by the Receiving Party, its employees or agents of which Receiving Party becomes aware, provided however that the obligations of this Section 2 shall not apply to any Confidential Information that:
 - i. The Receiving Party knew prior to learning it under this Agreement, as demonstrated by written records;
 - ii. Is now, or becomes in the future, publicly available information other than by an act or omission of the Receiving Party;
 - iii. A third party discloses to the Receiving Party, without any confidentiality obligations and without any breach of any direct or indirect obligation of confidentiality to the Disclosing Party, as shown by Receiving Party's written records contemporaneous with such third party disclosure; or
 - iv. Receiving Party independently develops without use of or reference to Confidential Information, as demonstrated by the Receiving Party's independent written records contemporaneous with such development.
3. Notwithstanding other provisions of this Agreement, Receiving Party may disclose Confidential Information to the extent and to the persons or entities required under applicable governmental law, rule, regulation or order provided that the Receiving Party (a) first gives prompt written notice of such disclosure requirement to the Disclosing Party so as to enable the Disclosing Party to seek a protective order or other remedy and (b) reasonably cooperates at Disclosing Party's request in any such efforts by Disclosing Party. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party will furnish only that portion of the Confidential Information which in the judgement of its counsel is legally required and will exercise reasonable efforts to obtain assurances that confidential treatment will be accorded the Confidential Information.

4. All Confidential Information is and will remain the property of the Disclosing Party. By disclosing the Confidential Information, the Disclosing Party does not grant any express or implied license or other rights to or under its copyrights, trademarks, or trade secrets, or other intellectual property.

6. Each party acknowledges and agrees that any breach or threatened breach of any of the provisions of this Agreement by the other party may result in immediate and irreparable harm and that any remedies at law in such event may be inadequate. Each party agrees that such breaches, whether threatened or actual, will give the other party the right to terminate this Agreement immediately and seek injunctive relief to restrain such disclosure or use. This right shall, however, be in addition to and not in lieu of any other remedies at law or in equity.

7. Upon termination of the Agreement, all copies of the Confidential Information (including all electronic imaging) will either be destroyed or returned to the Disclosing Party immediately upon the Disclosing Party's request. The Receiving Party agrees that it will not retain any copy, summary or extract of the Confidential Information or any related work papers on any storage medium whatsoever. Upon request, the Receiving Party will provide a certification from an appropriate officer that the requirements of this paragraph have been satisfied in full.

8. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law.

9. This Agreement will expressly survive whatever determination the parties may make regarding the Transaction. Without limiting the scope of the preceding sentence, the terms and restrictions of this Agreement will continue to apply during any transaction between the parties, except and only to the extent otherwise set forth in the documents pertaining to such transaction.

10. Neither party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent of the other except that FULLTHROTTLE may assign this Agreement as part of a merger, acquisition, or divestiture of a business line, where the acquirer agrees to be bound by the terms of this Agreement. Any attempt to do so is void.

11. Each party's obligations under this Agreement as a Receiving Party shall expire five (5) years following the initial date of disclosure of such Confidential Information. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party or immediately upon written notice in the event of a breach by such party of any term or condition of this Agreement.

IN WITNESS WHEREOF, the parties have caused their respective authorized representatives to enter into this Agreement.

FULLTHROTTLE TECHNOLOGIES, LLC

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date: