

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the “Agreement”) is made and entered into by and between Keyco Magix, Inc., (“KeyCo”), A Florida Corporation, on the one hand, and the party or parties of interest on the other hand. As used herein, the party disclosing Confidential Information is the “Disclosing Party” and the party receiving the Confidential Information is the “Recipient.”

1. **Purpose.** The parties wish to explore a business opportunity of mutual interest and benefit (the “*Opportunity*”) and in connection with the Opportunity, Disclosing Party may disclose to the Recipient certain confidential technical and business information that Disclosing Party desires the Recipient to treat as confidential.

2. **Confidential Information.** “*Confidential Information*” means any information previously or hereafter disclosed by or on behalf of Disclosing Party to the Recipient, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, business plans, customer data, customer lists, customer names, designs, documents, drawings, engineering information, financial analysis, hardware configuration information, inventions, market information, marketing plans, processes, products, product plans, research, services, specifications, software, source code, trade secrets or any other information that Disclosing Party identifies as “confidential,” “proprietary” or some similar designation or that reasonably appears to be confidential or proprietary because of legends or other markings, the circumstances of disclosure, or the nature of the information itself. Failure by the Disclosing Party to mark or label the Confidential Information as “confidential” in writing shall not cause the information to lose its confidential or proprietary status. Confidential Information shall not, however, include any information which (i) is now, or hereafter becomes, through no act or failure to act on the part of the Recipient, generally known and made generally available in the public domain; (ii) or becomes available to the Recipient on a non-confidential basis from a source other than Disclosing Party, which source is not known by the Recipient after reasonable investigation to be subject to a contractual, legal or fiduciary obligation prohibiting such disclosure, in each case as evidenced by the written records of the Recipient; or (iii) is independently developed by the Recipient without use of or reference to Disclosing Party’s Confidential Information, as shown by documents and other competent evidence in the Recipient’s possession.

3. **Permitted Use.** The Recipient agrees that it shall use Disclosing Party’s Confidential Information solely for the purpose of evaluating the Opportunity and shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Disclosing Party’s Confidential Information unless express written consent for such actions is received from Disclosing Party. If such a prohibition is not permitted pursuant to applicable law, the Recipient shall provide Disclosing Party written notice prior to undertaking any such reverse engineering, and shall give Disclosing Party a reasonable amount of time to provide any interface information required by law prior to commencing such reverse engineering. If such interface information is provided, then the Recipient is prohibited from such reverse engineering. The Recipient agrees not to remove or export from the United States or re-export any of Disclosing Party’s Confidential Information or any direct product thereof except in compliance with this paragraph, and in compliance with, and with all licenses and approvals required under, applicable export laws and regulations, including without limitation, those of the United States Department of Commerce.

4. **Maintenance of Confidentiality.** The Recipient shall maintain the confidentiality of Disclosing Party’s Confidential Information with at least the same degree of care that it uses to protect its own Confidential Information, but in any event shall use at least commercially reasonable measures to protect the confidentiality of and avoid disclosure of Disclosing Party’s Confidential Information. The Recipient further agrees that Disclosing Party’s Confidential

Information will be kept confidential and the Recipient agrees it will not disclose any of Disclosing Party’s Confidential Information to employees or to third parties; provided, however, that any of such Confidential Information may be disclosed to Recipient’s directors, officers, employees or representatives who need to know such Confidential Information for the purpose of evaluating the Opportunity and have agreed to abide by or are otherwise subject to non-disclosure terms at least as protective of Disclosing Party’s Confidential Information as those set forth herein. Recipient also agrees to only make such copies of Confidential Information as are necessary to evaluate the Opportunity. The Recipient shall reproduce Disclosing Party’s proprietary rights and confidentiality notices on any such authorized copies in the same manner in which such notices were set forth in or on the original. Recipient shall promptly notify Disclosing Party in the event of any unauthorized use or disclosure of Disclosing Party’s Confidential Information.

5. **Disclosure Required by Law.** In the event the Recipient is required by law or a valid and effective subpoena or order issued by either a court of competent jurisdiction or a governmental body to disclose any of Disclosing Party’s Confidential Information, the Recipient shall promptly notify Disclosing Party in writing of the existence, terms, and circumstances surrounding such required disclosure so that Disclosing Party may seek a protective order, or have the Recipient seek such protective order on its behalf, or other appropriate relief from the proper authority. The Recipient shall cooperate with Disclosing Party in seeking such order or other relief. If the Recipient is nonetheless required to disclose Disclosing Party’s Confidential Information, it will furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that such Confidential Information will be treated confidentially to the extent possible.

6. **No Obligation.** Each party understands and agrees that nothing herein requires either party (i) to disclose any Confidential Information, which shall be disclosed, if at all, solely at the option of Disclosing Party; (ii) to proceed with the Opportunity or any relationship in connection with which Confidential Information may be disclosed; or (iii) to refrain from entering into an agreement or negotiation with any other party (including, without limitation, relating to the Opportunity); provided the Disclosing Party’s Confidential Information shall remain protected in accordance with the terms set forth herein. Nothing in this Agreement shall be construed as creating any joint venture, teaming arrangement, partnership, or other formal business organization or agency arrangement between the parties.

7. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION, AND EACH PARTY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed by Disclosing Party to the Recipient and all copies thereof shall be and remain the property of Disclosing Party and shall be promptly returned to Disclosing Party (or in the cases of notes or abstracts; destroyed or permanently deleted) upon Disclosing Party’s written request, termination or expiration of this Agreement,

whichever is sooner; provided, however, that nothing contained herein shall require the destruction, deletion or modification of any backup electronic media made pursuant to archival processes in the ordinary course of business; provided, further that such backup tapes or other archived media shall only be accessible by information technology personnel and shall not be accessed or used for any purpose by either party other than as permitted hereunder.

9. **No License.** All of Disclosing Party's Confidential Information shall remain the sole property of Disclosing Party. Nothing in this Agreement is intended to grant any rights to any party under any patent, copyright, trade secret or other intellectual property right of the other party, nor shall this Agreement grant either party any rights in or to other party's Confidential Information except as expressly set forth herein.

10. **Term and Termination.** This Agreement shall be effective as of the Effective Date and shall remain in effect for a period of three (3) years ("**Initial Term**"). Thereafter, the Agreement shall automatically renew for additional automatic one (1) year terms if any Confidential Information has been exchanged within three (3) months preceding the renewal date (each a "**Renewal Term**," and together with the Initial Term, the "**Term**"). Otherwise, the Agreement shall expire. Upon expiration or termination of this Agreement, the obligations of the Recipient with respect to Disclosing Party's Confidential Information shall survive and shall continue until such Confidential Information is no longer Confidential Information as defined herein.

11. **Non-Circumvention / Non-Compete.** Recipient acknowledges that Disclosing Party has expended and will expend considerable time, effort, and substantial capital to develop the Confidential Information disclosed to Recipient in accordance with this Agreement. Recipient further acknowledges that Disclosing Party has a legitimate business interest in protecting its Confidential Information. In furtherance thereof, during the Term and in perpetuity following the expiration and/or termination thereof, Recipient agrees that it will not, directly or indirectly, in any jurisdiction, individually or on behalf any other company or third party, (i) circumvent or attempt to circumvent the other party in any manner relating to the Opportunity, and/or any and all discussions relating thereto, or (ii) use the other party's Confidential Information to develop internally, and/or with the assistance of any third party, any products and/or services competitive with the products and/or services provided by the other party, each without the other party's express prior written consent, which consent may be withheld in the other party's sole discretion. Pursuant thereto, absent prior written consent received from the other party, Recipient agrees and acknowledges each of the following:

- a. Recipient shall not use the Disclosing Party's Confidential Information in the engagement of any third party to compete against or provide services similar to those provided and/or proposed by Disclosing Party with regard to the Opportunity contemplated by this Agreement;
- b. Recipient shall not solicit or accept any business from, or approach or contact, any third party that Disclosing Party has an ongoing business relationship with for the purpose of creating and/or offering products and/or services similar to those relating to the Opportunity contemplated by this Agreement and/or otherwise preventing, undermining, and/or interfering with Disclosing Party's ability to provide products and/or services relating thereto;
- c. Recipient agrees that neither it nor any of its related body corporate or connected persons will take any step to circumvent the contractual arrangement between Disclosing Party and its client(s) /

investor(s), customers, Channel Partners, suppliers or manufacturers or any party introduced to Recipient, nor make any enquiries of or any solicitations to the Disclosing Party's client(s), investor(s), customers, Channel Partners, suppliers or manufacturers or any party introduced to Recipient, or any employee of Disclosing Party's client(s) / investor(s);

- d. Recipient acknowledges that the covenants set forth in this Section are reasonably necessary to protect the legitimate business interests of Disclosing Party, in whose favor said covenants are imposed in light of the nature of Disclosing Party's business and the involvement of Recipient relating thereto (including, but not limited to, Recipient's receipt of Confidential Information provided under this Agreement);
- e. Recipient acknowledges that the covenants contained in this Section are not greater than are necessary for the protection of Disclosing Party in light of the substantial harm that Disclosing Party would suffer should Recipient breach any of the covenants contained herein;
- f. Recipient acknowledges that the covenants contained in this Section are material inducement for Disclosing Party to provide Confidential Information under this Agreement;
- g. Recipient acknowledges that the period of restrictions contained in this Section are fair and reasonable in that they are reasonable required for the protection of Disclosing Party, including, without limitation, Disclosing Party's Confidential Information; and
- h. The terms and conditions of this Section shall survive the termination or expiration of this Agreement.

In the event a court of competent jurisdiction determines that Recipient has breached any of the foregoing covenants contained in this Section, Recipient shall pay all costs of enforcement of these provisions, including, but not limited to, court costs and reasonable attorney's fees incurred by Disclosing Party in the enforcement of this Agreement. This relief shall be cumulative in addition to all other relief Disclosing Party may seek under this Agreement, at equity or law. If Recipient shall be in violation of the covenants contained in this Section, then the time limitation thereof shall extend for the period of time equal to the period of time during which such breach or breaches occur. If Disclosing Party seeks injunctive relief from such breach in any court of competent jurisdiction pursuant to Section 12 below, the covenant shall be extended for the period of time equal to the pendency of such proceedings, including all appeals. The existence of any claim or cause of action by Recipient against Disclosing Party, whether predicated upon this Agreement, Recipient's engagement with Disclosing Party or otherwise, shall not constitute a defense to the enforcement by Disclosing Party of the foregoing covenants, which shall be litigated separately.

12. **Remedies.** The Recipient agrees that its obligations hereunder are necessary and reasonable in order to protect Disclosing Party and Disclosing Party's business, and expressly agrees that monetary damages would be inadequate to compensate Disclosing Party for any breach by the Recipient of this Agreement. Accordingly, the Recipient agrees and acknowledges that any such breach or threatened breach of this Agreement will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Disclosing Party shall be

entitled to obtain injunctive relief against the continuation of such breach or the threatened breach of this Agreement, without the necessity of proving actual damages or posting bond.

13. *Miscellaneous*. This Agreement shall be governed by the laws of the State of Florida without regard to the conflicts of law provisions thereof, and the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Broward County, Florida and agree to waive all objections to personal jurisdiction, venue and *forum non conveniens*. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior communications, reports and understandings between the parties with respect thereto. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. If any term of this Agreement is found

by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable as though such term were absent on the Effective Date. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. Neither party may assign this Agreement without the express written consent of the other party, and any prohibited assignment shall be void; *provided* that either party may assign this Agreement pursuant to a merger, acquisition or sale of all or substantially all of such party's assets except in the event that the proposed assignee is a competitor of the other party. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed original, and both together shall constitute one and the same instrument.

In Witness Whereof, the undersigned have executed this Mutual Nondisclosure Agreement as of the Effective Date.

Keyco Magix, Inc.