MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS AGREEMENT (this “Agreement”) is made and entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between SHENA DIXON MASON, CAPO, DIXON MASON MARKETING SYSTEMS and its designees and assigns, principle office located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Personal/Business Address).

**RECITALS**

A. Both parties intend to engage in questions, information and discussions regarding the establishment of a business relationship between them for the sold discussions of granting a provisional or termed independent contracting work with SHENA DIXON MASON, CAPO, DIXON MASON MARKETING SYSTEMS and its designees and assigns.

B. During such questions, information and discussions, it is anticipated that each party may disclose or deliver to the other certain of its trade secrets or confidential or proprietary information to evaluate the feasibility of such business relationship.

C. The parties have entered into this Agreement in order to assure the confidentiality and free exchange of such information.

However, this agreement shall not be construed as a further contract or obligation of either party other than to protect the confidentiality of such questions, information and discussions.

**AGREEMENT**

NOW THEREFORE, in consideration of the disclosure of such Confidential Information and the mutual covenants and promises herein contained, it is agreed as follows:

1. Parties. As used in this Agreement, the party (together with any agent of such party) disclosing Confidential Information (as defined below) is referred to as the "Disclosing Party" and the party receiving such Confidential Information is referred to as the "Recipient."

2. Confidential Information. The term "Confidential Information" shall mean all ideas, concepts, processes, trade secrets or confidential or proprietary information that is marked or designated as such by the Disclosing Party and shall include but not be limited to technical, engineering, operating designs or economic information regardless of whether supplied in writing, in the form of specifications and drawings, orally, by Recipient observation or otherwise, that is marked as proprietary or confidential information or if disclosed orally or disclosed in a nontangible form and identified as confidential at the time of disclosure, shall within thirty (30) days following the initial disclosure be summarized and designated confidential in a written memorandum delivered to the Recipient.

3. Disclosure of Confidential Information. The Recipient shall hold in confidence and shall not disclose the Confidential Information it receives to any person. The Recipient shall adopt and maintain procedures, which are reasonably calculated to protect the confidentiality of Confidential Information and shall be responsible to the Disclosing Party for any disclosure or misuse of Confidential Information which results from a failure to comply with this provision. The Recipient shall use such Confidential Information only for the purpose for which it was

disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another, without the prior written consent of the Disclosing Party, provided, however, subject to the compliance by the Company with the foregoing covenants, nothing in this Agreement shall restrict the Company from providing services to a person or entity that is in competition with the Disclosing Party.

4. Limitation on Obligations. Proprietary Information shall not include information that:

a) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the Recipient;

b) is currently or hereafter becomes known to the Recipient through disclosure by sources other than the Disclosing Party having the legal right to disclose such Propriety Information;

c) is independently developed by the Recipient without any reference to or reliance upon the Confidential Information;

d) does not fall within the scope of confidential information described in Paragraph 2; or

e) is disclosed by Recipient with the Discloser’s prior written approval.

Recipient may disclose Confidential Information to the extent necessary in order to comply with applicable laws or governmental regulations, provided that the Recipient provides prompt prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Ownership of Confidential Information. The parties acknowledge and agree that the disclosure of Confidential Information from Disclosing Party to the Recipient

a) does not grant or imply a conveyance of ownership or a license of any Confidential Information or the patent, copyright, trade secret, trademark and other intellectual property rights embedded therein; and/or

b) does not create or imply the assumption of any obligation of any kind including any obligation to disclose any information or to deal exclusively with any other party in any field or to purchase, sell, license or otherwise transfer any technology, services or products. No agency or partnership is created by this Agreement.

6. Return of Documents. If the Disclosing Party so requests, the Recipient shall promptly return to the Disclosing Party all drawings, documents and other tangible manifestations of Confidential Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) and shall also destroy all copies of any analyses, compilations, study or other documents prepared by Recipient for its use containing or reflecting any Confidential Information.

7. Confidential Period. A party receiving confidential information shall not disclose such information for a period of three (3) years from the effective date of the Agreement except to its or their employees and contractors who have need to know and who are bound to keep such information confidential.

8. Miscellaneous. This Agreement supersedes all prior agreements, written or oral, between the parties relating to the subject matter of this Agreement and may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, provided that neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided further, however, either party may without such prior written consent assign or transfer its rights and obligations under this Agreement in connection with a corporate reorganization or to its own subsidiary or an affiliated entity or to an entity to which it has sold substantially all its assets or with which it has merged. This Agreement shall be construed and interpreted in accordance with the laws of the State of Virginia without regard to the principles of conflicts of law and shall remain in full force and effect for a period of eighteen (18) months from the date hereof subject however to the terms and obligations of Paragraph 7 of this Agreement.

The provisions of this Agreement are necessary for the protection of the business and goodwill of the parties.

Each party agrees that any breach of this Agreement will cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies, which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief, along with a mandatory $50,000.00 automatic penalty.

No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired, and the provisions that are held to be invalid, illegal or unenforceable shall remain in effect as far as possible in accordance with the intention of the parties.

Any information disclosed hereunder is “As Is” and without warranty of the granting of a license from SHENA DIXON MASON, CAPO, DIXON MASON MARKETING SYSTEMS, except Discloser warrants it has the right to make such disclosures. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and date first indicated above.

By: SHENA DIXON MASON

SHENA DIXON MASON, Esq.,

CAPO

DIXON MASON MARKETING SYSTEMS

Title: CEO

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Independent Contractor Print Name

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Independent Contractor Signature