



NON-DISCLOSURE AGREEMENT

This is an agreement, effective between **ImageView System Technologies, LLC** (the "Discloser") and Registering Entity (the "Agent"), in which Discloser agrees to disclose, and Agent agrees to receive, certain confidential information ("Confidential Information") of Discloser on the following terms and conditions:

1. Confidential Information: As used herein, "Confidential Information" shall mean all business information provided by Discloser to Agent, in any form or format, and including but not limited to information regarding Discloser's products, services, sales, marketing, finances and similar information.

2. Acknowledgement: Agent understands and acknowledges that Discloser's Confidential Information consists of information and materials that are valuable and proprietary to and constitute a trade secret of Discloser.

3. Purpose of Disclosure: Agent shall make use of Discloser's Confidential Information only for the purpose of engaging in Professional Service Opportunities with the Discloser.

4. Non-Disclosure: In consideration of Discloser's disclosure of its Confidential Information to Agent, Agent agrees that it will treat Discloser's Confidential Information with the same degree of care and safeguards that it takes with its own Confidential Information, but in no event less than a reasonable degree of care. Agent agrees that, without Discloser's prior written consent, Agent will not:

(a) disclose Discloser's Confidential Information to any third party;

(b) make or permit to be made copies or other reproductions of Discloser's Confidential Information; or

(c) make any commercial use of the Confidential Information

Agent will not disclose Discloser's Confidential Information to Agent's employees, agents and consultants unless: (1) they have a need to know the information in connection with their employment or consultant duties; and (2) they personally agree in writing to be bound by the terms of this Agreement.

5. Return of Materials: Upon Discloser's request, Agent shall promptly (within 30 days) return all original materials provided by Discloser and any copies, notes or other documents in Agent's possession pertaining to Discloser's Confidential Information. Agent will also promptly and permanently delete any Confidential Information which is stored in electronic or optical form.



6. Exclusions: This Agreement does not apply to any information which:

(a) was in Agent's possession or was known to Agent, without an obligation to keep it confidential, before such information was disclosed to Agent by Discloser;

(b) is or becomes public knowledge through a source other than Agent and through no fault of Agent; or

(c) is independently developed by or for Agent.

7. Term of Agreement: This Agreement and Agent's duty to hold Discloser's Confidential Information in confidence shall remain in effect until Discloser sends Agent written notice releasing Agent from this Agreement.

8. No Rights Granted: Agent understands and agrees that this Agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in Discloser's Confidential Information to Agent.

9. Warranty: Discloser warrants that it has the right to make the disclosures under this Agreement. NO OTHER WARRANTIES ARE MADE BY DISCLOSER UNDER THIS AGREEMENT. ANY INFORMATION DISCLOSED UNDER THIS AGREEMENT IS PROVIDED "AS IS."

10. Injunctive Relief: Agent recognizes and acknowledges that any breach or threatened breach of this Agreement by Agent may cause Discloser irreparable harm for which monetary damages may be inadequate. Agent agrees, therefore, that Discloser shall be entitled to an injunction to restrain Agent from such breach or threatened breach. Nothing in this Agreement shall be construed as preventing Discloser from pursuing any remedy at law or in equity for any breach or threatened breach of this Agreement.

11. Attorney Fees: If any legal action arises relating to this Agreement, the prevailing party shall be entitled to recover all court costs, expenses and reasonable attorney fees.

12. Modifications: All additions or modifications to this Agreement must be made in writing and must be signed by both parties to be effective.

13. No Agency: This Agreement does not create any agency or partnership relationship between the parties.

14. Applicable Law: This Agreement is made under, and shall be construed according to, the laws of the State of North Carolina.