Unilaxy

CONFIDENTIALITY AGREEMENT
(Consultant Nondisclosure Agreement)

This Confidentiality Agreement **("Agreement")** is entered into this _____, by and between **Dinesh Sah** **("Consultant")**, having a principal place of business at **Unilaxy Advisors, 22107 Cajun Ct, Canoga Park, CA 91303** **("Company")**, and _____ **("Client")**, having a principal place of business at _____.

1. Protection of Confidential Information

Both parties to this Agreement hereby acknowledge, understand and agree that whether developed by the Client or others employed by or associated with the Client, all Confidential Information, as set forth in Section 2, is the exclusive and confidential property of the party disclosing the Confidential Information to the other party to this Agreement and shall be at all times regarded, treated and protected as such in accordance with this Agreement. Failure to mark any writing confidential shall not affect the confidential nature of such writing or the information contained therein.

2. Definition of Confidential Information

"Confidential Information" shall mean information, whether or not originated by either party, which is used in either party's business and is (i) proprietary to, about or created by the disclosing party; (ii) gives the disclosing party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the disclosing party; (iii) designated as Confidential Information by the disclosing party, or from all the relevant circumstances should reasonably be assumed by the other party to be confidential and proprietary to the disclosing party; or (iv) not generally known by personnel of the other party. Such Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as confidential):

a. Work Product. Work product(s) include analysis and design, planning and prototypes to develop estimates of cost and timeframes for custom product deliverables. Work product resulting from or related to work or projects performed or to be performed for disclosing party or for clients of the disclosing party, including but not limited to the interim and final lines of inquiry, hypotheses, research and conclusions related thereto and the methods, processes, procedures, analysis, techniques and audits used in connection therewith;

b. Computer Software. Computer software of any type or form in any stage of actual research and development, including but not limited to programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs;

c. Other Proprietary Data. Information relating to the disclosing party's proprietary rights prior to any public disclosure thereof, including but not limited to the nature of the proprietary rights, production data, technical, business and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);

d. Business Operations. Internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal

cost information, internal services and operational manuals, and the manner and methods of conducting the disclosing party's business;

e. Marketing and Development Operations. Marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, for the Client and for the Client assumptions and volumes, and future plans and potential strategies of the disclosing party which have been or are being discussed;

f. Customers. Names and customers and their representatives, contracts and their contents and parties, customer services, customer specific data, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by clients of the disclosing party; and

g. Gramm-Leach-Bliley Act. Confidential information related to operations and investments by the Client along with certain historic performance information with respect to such operations and investments, some or all of which may be subject to the protections created by the Gramm-Leach-Bliley Act of 1999 (the "Act"). The Company shall treat all such Confidential Information, analysis thereof and reports thereon confidentially and where applicable, the Company agrees to take all appropriate measures in accordance with the Act as are necessary to protect the security of the Confidential Information and to specifically assure there is no disclosure on nonpublic personal information other than as authorized under the Act and this agreement.

3. Exclusions from Confidential Information

"Confidential Information" shall not include information publicly known and the general skills and experience gained during either party's work with the other party which either party could reasonably have been expected to acquire in similar work with another organization. The phrase "publicly known" shall mean readily accessible to the public in a written publication, and shall not include information which is only available by a substantial searching of the published literature, and information the substance of which must be pieced together from a number of different publications and sources. The burden of proving that information or skills and experience are not Confidential Information shall be on the party asserting such exclusion.

4. Covenants of the Party Receiving Confidential Information

As a consequence of the receiving party's acquisition or anticipated acquisition of Confidential Information, the receiving party will occupy a position of trust and confidence with respect to the disclosing party's affairs and business. In view of the foregoing and of the consideration to be provided to receiving party, the receiving party agrees that it is reasonable and necessary that the receiving party make the following covenants:

a. No Disclosure. During initial discussion, demonstration and negotiation and during and after work for either party under this Agreement, the receiving party will not disclose Confidential Information to any person or entity other than as necessary in carrying out its duties on behalf of the disclosing party, without first obtaining the disclosing party's written consent, and will take all reasonable precautions to prevent inadvertent disclosure of such Confidential Information. This prohibition against the receiving party's disclosure of Confidential Information includes, but is not limited to, disclosing the fact that any similarity exists between the Confidential Information and information independently developed by another person or entity, and the receiving party understands that such similarity does not excuse the receiving party from abiding by its covenant or other obligations under this Agreement.

b. No Use, Copying or Transfer. During initial discussion, demonstration and negotiation and during and after work for either party under this Agreement, both parties will not use, copy or transfer Confidential Information other than as necessary in carrying out its duties on behalf of the other party, without first obtaining the other party's written consent, and will take all reasonable precautions to prevent inadvertent use, copying or transfer of such Confidential Information. This prohibition against either party's

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use, copying, or transfer of Confidential Information includes, but is not limited to, selling, licensing or otherwise exploiting, directly or indirectly, any products or services (including software in any form) which embody or are derived from Confidential Information, or exercising judgment in performing analysis based upon knowledge of Confidential Information. Consultants may only access the information for which they have a valid business need and proper authorization.

c. No Use of Name or Trademark. Both parties agree not to make any written use of or reference to the other party's name or trademarks (or any name under which the other party does business) for any marketing, public relations, advertising, display or other business purpose or make any use of the other party's facilities for any activity unrelated to the express business purposes and interests of the other party under this Agreement, without the prior written consent of the other party, which consent may be withheld or granted in the sole and absolute discretion the other party.

5. Injunctive Relief

It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by either party of any of said covenants and that any such breach by either party will cause the other party great and irreparable injury and damage.

Accordingly, both parties agrees that the other party shall be entitled, without waiving any additional rights or remedies otherwise available to the other party at law or in equity or by statute, to injunctive and other equitable relief in the event of a breach or intended or threatened breach by either party of any of said covenants.

6. Miscellaneous

a. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of California without regard to the conflicts of laws or principles thereof. Any suit brought hereon shall be brought in the state or federal courts sitting in California.

b. Severability. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability.

c. Waiver. No waiver by either party of any breach by the other party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

d. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the Client's confidentiality and nondisclosure obligations.

e. Term. For operations and investments level Confidential Information subject to the protections set forth in the Gramm-Leach-Bliley Act of 1999, this Agreement shall have no expiration date. For all other Confidential Information, this Agreement shall expire five years after the date such Confidential Information is provided to the Company.

7. Security Information

a. Consultants may send and receive e-mails within the Client only. All information created or used during the course of Client business is considered a Client asset regardless of the medium on which it resides. Saving information to floppy, CD, or USB devices is strictly prohibited. Consultants may only access the information for which they have a valid business need and proper authorization. Client laptops may not be taken home. Personal laptops and PDA's with data storage capabilities are not allowed in the

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Client work area. No printed materials can be taken off-site. All printed materials must be labeled "Proprietary and Confidential". Consultants must enter and exit all Client sites through the main entrance only. Consultants who need to be on-site after or outside of business hours must obtain authorization from their supervisor.

b. Personally owned software may not be installed onto the Client network or its computers. Only software that is licensed to the Client and authorized for its use is permitted to be installed on Client computers. All software installations are performed by Client staff and only with the proper written authorization(s).

c. Consultants are the only one who may use their user ID and are responsible for all activities executed under it. To meet this responsibility, Consultants are required to select secure passwords and keep them confidential. Consultants must not use a user ID and password assigned to another person. Attempting to gain access to resources for which Consultants are not authorized is a serious breach of security and is strictly prohibited.

SIGNATURES:

CLIENT

_____	_____	_____
Representative Name	Signature	Date

COMPANY

Dinesh Sah	_____	_____
Representative Name	Signature	Date

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