

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement (this “**Agreement**”) is made as of the date the last party signs by and between:

TechJutsu Corp.
 (“**TechJutsu**”)

with a principal place of business located at
 200 Continental Drive, Suite 401, Newark, Delaware, 19713
 of the one part, and

(“**Customer**”)

with a principal place of business located at

of the other part

And it sets forth the terms and conditions on which any party (the “**Disclosing Party**”) is willing to disclose certain confidential information to the other party (the “**Receiving Party**”).

1. **Purpose.** In connection with one or more business opportunities between the Parties (the “**Proposed Business**”), Customer wishes to evaluate certain technical and commercial information relating to TechJutsu’s “Caller Verify” product, which may include any other services offered by TechJutsu including any and all related documentation upon disclosure to Customer. In connection with the Proposed Business, a Disclosing Party may disclose to the Receiving Party certain Confidential Information (as such term is defined below), which the Disclosing Party desires the Receiving Party, and the Receiving Party agrees, to treat as confidential, as set forth in this Agreement below.
2. **Confidential Information.** “**Confidential Information**” shall mean information that may be disclosed or made available by the Disclosing Party to the Receiving Party, including, but not limited to: technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, potential clients, marketing strategies, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure. In addition to the above, Confidential Information shall also include, and the parties shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed as such in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered within thirty (30) days of the disclosure.

This Agreement imposes no obligation upon the parties with respect to any Confidential Information (a) that was possessed before receipt; (b) is or becomes a matter of public knowledge through no fault of the Receiving Party; (c) is rightfully received from a third party not owing a duty of confidentiality; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of the Disclosing Party; or (e) is independently developed by the other party, provided that the Receiving Party can show that such development was performed by or on behalf of the Receiving Party without the use of or any reference to the Confidential Information.

3. **Non-use and Non-disclosure.** The Receiving Party shall use the Confidential Information only for the purpose of the Proposed Business and/or the parties' discussions with respect thereto.
4. **Maintenance of Confidentiality.** The Receiving Party shall keep the Confidential Information in strict confidence and shall not disclose any of the Confidential Information to any third party in any manner whatsoever; provided, however, that the Receiving Party may make a disclosure of information contained in the Confidential Information to which the Disclosing Party gives its prior written consent.

The provisions of this Agreement shall continue to bind the Receiving Party for 5 (five) years following the Proposed Business Discussions, whether or not the Proposed Business Discussions lead to a business relationship between the parties.

The Receiving Party undertakes not to copy, duplicate or reverse engineer any Confidential Information, unless first approved in writing by the Disclosing Party, and shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information, including by way of keeping the Confidential Information in a safe and separate place. Without limiting the foregoing, the Receiving Party shall take at least those measures that the Receiving Party takes to protect its own confidential information of a similar nature.

The Receiving Party shall not publish, disclose, or allow disclosure to others, without the Disclosing Party's prior written consent, the fact that the Confidential Information has been made available to the Receiving Party, or that the parties have entered into an arrangement regarding the subject matter hereof; or the fact that the Proposed Business Discussions and the Proposed Business are taking place between the parties, or any of the terms, conditions or facts with respect to the Proposed Business Discussions and/or the Proposed Business, including the status thereof.

5. **No Obligation.** Nothing herein shall obligate the parties to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the Proposed Business Discussions at any time.
6. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of the Receiving Party shall be and remain the sole property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon the termination of the Proposed Business Discussions and/or Proposed Business, and in any event upon the Disclosing Party's first request.
7. **No License.** Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, copyright or other proprietary rights of the Disclosing Party, nor shall this Agreement grant the Receiving Party any rights in or to Confidential Information except as expressly set forth herein.
8. **Remedies.** The Receiving Party agrees that any violation or threatened violation of this Agreement shall cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to obtain injunctive relief limited to the amount of damages resulting from the injunction, in addition to all other legal remedies.

9. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns, provided, however, that the Receiving Party shall not assign this Agreement or any other duty, obligation, interest or right hereunder without the prior written consent of the Disclosing Party.

This Agreement shall remain in effect for an indefinite period of time. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. No waiver or modification of this Agreement shall be binding upon either party unless made in writing and signed by both parties.

This Agreement supersedes all prior agreements, discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof.

10. Governing Law and Disputes. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to its choice of laws provisions. The parties shall endeavor to settle the dispute by mediation under the then current Commercial Mediation Rules of the American Arbitration Association (“AAA”). Any controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof, which remains unresolved thirty (30) days after appointment of a mediator, shall be settled by arbitration by a sole arbitrator in accordance with the then current Commercial Arbitration Rules of the AAA, and judgment upon the award rendered by the arbitrator shall be final and binding and may be entered by any court having jurisdiction thereof. The place of arbitration shall be New York, New York, and the arbitration shall be conducted in the English language. The arbitrator shall have no power or authority to award damages in excess of compensatory damages or to award damages waived under any limitation of liabilities provision herein, and each party expressly waives and foregoes any right to punitive, exemplary or similar damages.

This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In witness whereof, the parties have the authority to, and have executed this Confidentiality and Non-Disclosure Agreement as of the date of last signing below.

TechJutsu Corp.

Per _____

Per _____

Name Tracey Nyholt

Name _____

Title CEO

Title _____

Date _____

Date _____