Confidentiality and Non-Disclosure Agreement

Hsiricorp LLC 10113 Towhee Avenue Adelphi MD 20783 USA	

This Confidentiality and Non-Disclosure Agreement (this "Agreement") is entered into by and between Hsiricorp LLC ("Company") and ("Recipient") (collectively, the "Parties")

WHEREAS, the Parties have requested information in connection with the consideration of a possible transaction or relationship between Hsiricorp LLC and

WHEREAS, in order to pursue the objective of developing mutual business opportunities, both parties and/or their affiliates recognize that there is a need to disclose to one another certain important, confidential and/or proprietary trade secret information in respect of itself and/or its affiliates.

THEREFORE, the parties agree to enter into a confidential relationship with respect to the mutual disclosure of certain information.

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

1. **Restriction on Use; Non-Disclosure Obligation**. A party that receives any Information from the other party (the "Recipient") agrees not to use the Information for any purpose other than as may be required in order for the Recipient to perform its obligation with respect to the Transaction. The Recipient shall not disclose the Information to any person or entity other than its employees, directors, officers, agents, consultants and counselors (including, but not limited to, financial, legal, accounting, tax and audit counselors) who have a direct need-to-know such Information in connection with the Transaction, and further provided such representatives are advised of the obligations contained herein and are bound by obligations of confidentiality and non-use substantially comparable in scope with the provisions hereof.

2. **Exercise of Reasonable Care.** In satisfying its obligations under this Agreement, the recipient (and its employees, directors, officers, agents and consultants) shall use at least the same degree of care to maintain the secrecy and confidential nature of the Information as Recipient uses in protecting its own secret and confidential information; provided, however, that in no event shall Recipient use less that reasonable degree of care.

3. **Survival.** The restrictions on use and disclosure of the Information set forth in this Agreement shall extend throughout the duration of the Transaction and for a period of five (5) years thereafter, unless waived in whole or in part by in writing by the party that owns the Information (the "Disclosure").

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4. **Limitation of Scope.** The obligations in this Agreement shall not apply to any information to the extent that the Recipient can prove that:

    (a) Such information was known to or otherwise in the lawful possession of the Recipient prior to its disclosure to the Recipient by the Disclosure;
    (b) Such information is now in the public domain or later enters the public domain other than through any fault attributable to the Recipient or its agents;
    (c) Such information was or is disclosed to the Recipient by a third party having the lawful right to disclose such information and which has no confidentiality obligation to the Disclosure; or
    (d) Such information is independently developed by the Recipient without the use or aid of any Information of the Discloser.

    In the event that the Recipient receives a request or demand to disclose all or any part of the Information under the terms of a subpoena or order issued by a court of competent jurisdiction, an agency of any State of the United States or of any other jurisdiction; provided, however, that the Recipient agrees to promptly notify the Discloser of the existence, terms and circumstances surrounding such request so that the Discloser may seek a protective order or other appropriate relief or remedy, and the Recipient agrees to cooperate with the Discloser in seeking any such relief. If, failing the entry of a protective order, the Recipient, in the opinion of the Recipient's counsel, is compelled to disclose Information under threat of liability for contempt or other censure or penalty, the Recipient may disclose such information, but only to the extent necessary to avoid such liability, censure or penalty.

5. **Return of Materials.** If requested by the Discloser of the Information at any time in writing, the Recipient agrees that it will immediately return to the Discloser any and all materials provided in connection with the Transaction that contain Information, regardless of form, including all copies thereof.

6. **Ownership of Information.** The Information shall at all times remain the sole property of the party which owns and discloses the Information. Nothing herein shall be construed as a right or license, either express or implied, to use the Information except as expressly permitted by this Agreement.

7. **Rights in the Event of Breach.** In the event of a breach or threatened breach or intended breach of this Agreement by either party, the other party, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctive relief, enjoining and restraining such breach or threatened breach or intended breach.

8. **Governing Law.** The validity, construction, and performance of this Agreement are governed by the laws of the State of Maryland.

9. **Assignment; Binding Effect.** A party's rights and obligations under this Agreement may not be assigned or otherwise transferred without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and permitted assigns.

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10. **Non-Competition**. The Parties agree and covenant that because of the confidential and sensitive nature of the information and because the use of, or even the appearance of the use of, the confidential information in certain circumstances may cause irreparable damage to either Party and its reputation, affiliates or clients, neither Party shall, in any territory or jurisdiction into which it was introduced by the other, and until the expiration of two years after the termination of this agreement, engage, directly or indirectly, or through any corporations or associates in any business, enterprise or employment which is directly competitive with the introducing Party.

11. **Notice.** Any notice or communication provided under or relating to this Agreement shall be in writing and either hand delivered, deposited in the United States mail (certified with return receipt requested and with postage prepaid) or sent by a nationally recognized overnight delivery service (i.e. Federal Express, UPS, etc.) to the addresses listed above.
    Notices shall be deemed delivered when actually received if hand delivered, within three (3) days after being deposited in the United States mail, as provided above, or within one (1) day of being accepted by an overnight delivery service. A change of address by either party must be effected by notice given to the other in the manner specified above.

12. **Counterparts.** This Agreement may be executed by facsimile and in counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to all parties hereto.

13. **Entire Agreement.** This Agreement terminates and supersedes all prior understandings, agreements, or negotiations on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

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SIGNATURE PAGE

By: _____
Signature

John Irish
Print Name

President
Print Title

_____
Date

By: _____
Signature

_____
Print Name

_____
Date

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