

Mutual Nondisclosure Agreement

This Mutual Nondisclosure Agreement ("*Agreement*") is entered into effective as of _____, by and between _____ (Interested Party) and all of its affiliated entities and All Data N.S., Inc. (ADNS) located at P.O. Box 550942, Dallas, TX 75355. ADNS and Interested Party (each a "Party") agree as follows:

1. Purpose. The Parties wish to explore a potential business opportunity of mutual interest and in connection with this opportunity, each Party may disclose to the other certain confidential technical and business information which the disclosing Party desires the receiving Party to treat as confidential.

2. "Confidential Information" means (a) any information disclosed by either Party (or its agents or affiliates) to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, computer programs, software, hardware, prototypes, samples, designs, drawings, databases, schematics, algorithms, formulas, inventions and know-how, trade secrets, services, processes, network configurations, system architecture, ideas, technical plans, customer lists or plans, business plans, product development plans and schedules, financial materials, strategic information, plant and equipment, and information relating to personnel and consultants); which is designated as "Confidential," "Proprietary" or some similar designation. Confidential Information shall also include (a) any information, material or data provided by third Party vendors of the disclosing Party; and (b) any analysis, compilations, studies, summaries, extracts or other documentation prepared by the receiving Party based on the Confidential Information disclosed by the disclosing Party or its vendors.

NOTE: It is understood that a receiving Party is responsible for extending the enforcement and maintenance of this confidentiality among all its' employees, contractors, vendors, auditors and business clients, or any other party that may come into contact, via the receiving party, with the disclosing party's confidential information.

Confidential Information shall not, however, include any information which: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving Party from a third Party without a breach of such third Party's obligations of confidentiality; (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession; or (vi) is required by law to be disclosed by the receiving Party, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement prior to such disclosure and uses diligent reasonable efforts to limit disclosure and assist the disclosing Party in obtaining an order protecting the information from public disclosure.

3. Non-use and Non-disclosure. Each Party agrees not to use any Confidential Information of the other Party for any purpose except to evaluate and engage in discussions concerning a potential business opportunity of mutual interest between the parties. Each Party agrees not to disclose any Confidential Information of the other Party to third parties or to such Party's employees, except to those employees of the receiving Party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information and which are provided to the Party hereunder.

4. Maintenance of Confidentiality. Each Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party. Without limiting the foregoing, each Party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other Party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither Party shall make any copies or extracts of the Confidential Information of the other Party unless the same are previously approved in writing by a duly authorized representative of the other Party. Each Party

shall reproduce the other Party's proprietary rights notices on any such approved copies or extracts, in the same manner in which such notices were set forth in or on the original.

5. Non-exclusive Rights. It is understood that either Party may be in discussions with other parties regarding matters and possible business relationships which may be similar to those discussed pursuant to this Agreement. Nothing in this Agreement shall prohibit or limit either Party from undertaking discussions or business relationships with others which may or may not be similar to those discussed pursuant to this Agreement, so long as such undertakings and discussions do not violate the terms hereof. No exclusivity of any type is being granted as part of this Agreement.

6. No Obligation. Nothing herein shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

7. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

8. Return of Materials. If, and at such time as, either of the parties has determined not to enter into a business relationship with the other, but in any event no later than three (3) business days from the date of the written demand of either party, each party shall return to the other, during regular business hours by hand delivery or Federal Express or similar courier with guaranteed overnight delivery, all of the Confidential Material provided by the other, including any copies or representations thereof made by the party. In the event that Confidential Material is in a format that cannot be readily returned to the disclosing party as set forth above, then and in that event and with the consent of the disclosing party, the non-disclosing party may provide the disclosing party with its certification that the Confidential Material has been properly disposed of or destroyed.

9. No Rights or License. Nothing in this Agreement is intended to grant any rights to either Party under any patent, mask work right or copyright of the other Party, nor shall this Agreement grant any Party any rights in or to the Confidential Information of the other Party except as expressly set forth herein.

10. Term. The obligations of each receiving Party hereunder shall survive until such time as all Confidential Information of the other Party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving Party. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against a party, nor by the rejection of any agreement between the parties, by a trustee of a party in bankruptcy, or by a party as a debtor-in-possession or the equivalent of any of the foregoing under local law.

11. Legal and Equitable Relief. Each Party hereby acknowledges and agrees that the other Party considers its Confidential Information to be a commercially valuable, confidential asset of the other Party, reflecting the investment of considerable time, effort and money in the development of the design and specifications and marketing strategies for various products or services. In the event of any actual or threatened violations or breaches of this Agreement by a Party or by such Party's Representatives, the Party agrees that the other Party shall be entitled to all legal and equitable remedies afforded it by law, including an injunction or any appropriate decree of specific performance without the necessity of such Party showing actual damages or that monetary damages would not afford an adequate remedy. In addition to any and all other forms of relief, a Party may recover from the breaching Party all reasonable costs and attorneys' fees incurred in seeking any such legal or equitable remedy.

12. Loss, Theft or Unauthorized Disclosure. Each Party will immediately notify the other Party of any theft or unauthorized disclosure, reproduction or use of any Confidential Information, or any part of such information, of which such Party has knowledge. A Party shall include in such notice the name, title and business address of any person, whether or not employed by such Party whom such Party reasonably believes has unauthorized possession of or made unauthorized disclosure, reproduction or use of Confidential Information. Such notice shall be sent to the other Party by registered or certified mail at its address set forth at the beginning of this Agreement.

13. Entire Agreement. This document supersedes all prior discussions and writings and contains the entire agreement between the parties with respect to the subject matter hereof.

14. Confidentiality of Agreement. Each Party agrees not to advertise, or otherwise make known to others, any information regarding this Agreement or the business opportunity that is the subject hereof, except as may be required by law (including Federal and state securities laws).

15. Severability. In the event that any of the provisions of this Agreement shall be held by a court or 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 or effect.

16. Governing Law. This Agreement shall be governed by the laws of the State of Texas, without reference to conflict of laws principles.

17. Not a Waiver. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one instrument.

19. Assignment. Neither Party shall have the right to transfer or assign its obligations or interest in this agreement without the express prior written consent of the other Party.

20. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. Neither Party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other Party except as set forth herein. This Agreement may not be amended, nor any obligation waived, except by a writing signed by a duly authorized representative of each of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

All Data N.S., Inc.

Customer Name _____

Name: Bill Marra_____

Name: _____

Signature: _____

Signature: _____

Title: CEO_____

Title: _____

Date: _____

Date: _____