



MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Mutual Non-disclosure and Confidentiality Agreement ("Agreement") is entered into as of the latter of the two signature dates below.

NAME: *International Information System Security Certification Consortium, Inc. ("ISC2")*

NAME: ("Company")

ADDRESS:
311 Park Place Blvd
Suite 400
Clearwater, FL 33759 USA

ADDRESS:

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

This Agreement is solely between the two parties and will not confer any rights or remedies upon any third party, including any third party beneficiaries. The parties are acting on their own behalf and not as an agent or broker.

A. DEFINITIONS

As used in this Agreement:

1. "Affiliate"--A business entity, person, or other form of enterprise, domestic or foreign, controlling, controlled by, or under common control with a party to this Agreement. Control exists when an entity owns or controls more than 50% of any entity.
2. "Confidential Information"--All information provided by the Disclosing Party to the Recipient in connection with this Agreement, including without limitation: any Request for Proposals issued in connection with this Agreement; all technical and non-technical data; formulae; patterns; compilations; programs; software; devices; methods; techniques; designs; drawings; processes; business practices; plans or proposals; financial information; information relating to actual or potential customers or suppliers; sales and marketing information; training and operations materials; unreleased certifications; membership lists; information received from others that the Disclosing Party is obligated to treat as confidential; and pricing and other financial information relating to the business or affairs of the Disclosing Party. All Nonpublic Personal Information and Highly Sensitive Information shall be Confidential Information of (ISC)². Confidential Information shall not include any disclosure relating to information that: (a) is in or enters the public domain through no fault of the Recipient; (b) is known by the Recipient at the time it is disclosed, as shown by Recipient's records, provided the source of such information was not known or reasonably suspected by the Recipient to be bound by a confidentiality agreement or other contractual, legal or fiduciary obligation with respect to such information; (c) is independently developed by the Recipient at any time, as shown by Recipient's records or other competent evidence; or (d) is rightfully obtained by the Recipient from a source other than the Disclosing Party who does not have a contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party; or (e) the Disclosing Party agrees in advance in writing does not constitute Confidential Information.





3. "Disclosing Party"--The party furnishing the Confidential Information to the Recipient from time to time pursuant to this Agreement.
4. "Highly Sensitive Information"--(ISC)² Confidential Information of the highest sensitivity, including but not limited to: Nonpublic Personal Information; computer security information, PINs and passwords, encryption keys, software source code, and security logs; and all strategic analysis and work product generated from or prepared for the Chairman, Corporate Officers, Legal, or Human Resources.
5. "Marks"--the name, logo, signs, symbols, trademarks, service marks or slogans of either party to this Agreement and their respective Representatives.
6. "Nonpublic Personal Information"--Nonpublic information relating to customers, members, employees and prospective customers, members or employees of (ISC)², including without limitation names, addresses, telephone numbers, E-mail addresses, social security numbers, tax identification numbers, credit information, account numbers, account balances or other account information, personnel records, and lists derived from the foregoing, regardless of whether (ISC)²'s relationship with the customer or employee ceases.
7. "Recipient"--The party receiving the Confidential Information from the Disclosing Party from time to time pursuant to this Agreement.
8. "Representatives"--Directors, officers, employees, subcontractors, agents, advisors or other representatives (including, without limitation, attorneys, accountants, consultants, bankers, investment bankers, other potential financing sources and financial advisors) of a party to this Agreement or an Affiliate of a party to this Agreement.
9. "Transactions"--Potential business transactions between or under evaluation by or negotiation between the parties or ongoing business transactions between the parties.

B. COVERED PARTIES

For purposes of this Agreement and except as otherwise specified in Section C.2 of this Agreement, the definitions of the "Disclosing Party" and the "Recipient" shall be deemed to include any Representative of such party. Each party shall be solely responsible for all actions and obligations of its Representatives as if they were the actions and obligations of that party.

C. NON-DISCLOSURE AND LIMITATIONS OF USE OF THE CONFIDENTIAL INFORMATION

1. The Recipient agrees that it shall use all the Confidential Information solely for the purposes of evaluating the Transactions, that all the Confidential Information will be kept strictly confidential and that the Recipient shall not disclose any Confidential Information in any manner whatsoever, directly or indirectly, to any third party except as expressly permitted in this Agreement. The Recipient shall not copy or otherwise reproduce, in whole or in part, any Confidential Information without the prior written consent of the Disclosing Party.
2. The Recipient may disclose any Confidential Information to its Representatives provided such Representatives have a need to know such Confidential Information for the purposes of this Agreement and such Representatives agree in writing for the benefit of the Disclosing Party to keep all such Confidential Information strictly confidential and to abide by the terms of this Agreement. Both the Recipient and its Representatives shall exercise the same degree of care in safeguarding the Confidential Information against any and all loss or other inadvertent disclosure as the Recipient uses for its own confidential information of like importance, which in all cases shall be at least reasonable care. The Recipient shall take all steps

necessary to keep confidential any Highly Sensitive Information and shall take all steps necessary to assure observation of this Agreement by its Representatives.

3. Neither party shall make, publish or otherwise disseminate in any manner any public statement or description of the Transactions, the existence of the Confidential Information or the negotiations which are the subject of this Agreement. Neither party shall use or display, or permit the use or display of the other party's Marks except as authorized by the other party in writing.

4. In the event that Recipient or any of its Representatives is requested or required (by oral question, interrogatories, requests for information or documents, subpoenas, civil investigation or similar process) to disclose any of the Confidential Information, Recipient will provide, unless prohibited by applicable law, Disclosing Party with prompt notice of such requests so that Disclosing Party may seek an appropriate protective order, or if appropriate, waive compliance with the obligations of this provision. Recipient will use reasonable efforts to obtain or assist Disclosing Party in obtaining such a protective order. In the event that such protective order or other remedy is not obtained, the Recipient shall furnish only that portion of the Confidential Information which is legally required to provide.

D. OWNERSHIP OF THE CONFIDENTIAL INFORMATION

1. The Disclosing Party shall retain all right, title and interest to the Confidential Information it delivers to the Recipient and all copies thereof in whatever form. The Recipient shall hold all the Confidential Information in trust for the benefit of the Disclosing Party subject to the terms of this Agreement. No rights or licenses are granted to the Recipient by the Disclosing Party under any proprietary, copyright, patent, trade secret or any other intellectual property rights. No rights or licenses are granted to any party to use the other party's Marks or to otherwise benefit therefrom.

2. The Recipient shall not remove any proprietary, copyright, trade secret or other legend from any Confidential Information. The Recipient will add to any Confidential Information any proprietary, copyright, trade secret or other legend reasonably requested in writing by the Disclosing Party to protect its intellectual property rights in the Confidential Information.

3. The Recipient or the Disclosing Party may terminate this Agreement and the Recipient's review of the Confidential Information at any time upon written notice to the other party. At the time of such termination or the conclusion of the discussions between the parties relating to the Transactions, the Recipient shall immediately cease the further use of any Confidential Information and return it to the Disclosing Party at Recipient's expense or, at Disclosing Party's option, destroy all the Confidential Information and provide the Disclosing Party with an affidavit or certification affirming that all the Confidential Information has been completely and permanently destroyed. The foregoing notwithstanding, the Recipient may retain one copy of the Confidential Information other than Highly Sensitive Information to be used solely for archival records or as may be required by applicable law or regulation. No termination or return or destruction of the Confidential Information will affect any of Recipient's obligations under this Agreement.

E. INFORMATION SECURITY

1. The Recipient shall implement and maintain commercially reasonable security measures to protect against unauthorized access to or use of the Disclosing Party's Confidential Information. Without limiting the generality of the preceding subsection, if Company receives, transmits or stores Highly Sensitive Information Company shall implement and maintain administrative, technical and physical safeguards designed to ensure the security of Highly Sensitive Information. Company shall promptly notify (ISC)² of any breach of security resulting in unauthorized access to Disclosing Party's Confidential Information.



2. The parties agree to comply with all applicable international and national laws that apply to any Confidential Information, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

F. REMEDIES

The Recipient shall be responsible for any breach of this Agreement by the Recipient and its Representatives. The Recipient acknowledges and agrees that any disclosure of the Confidential Information except as provided in this Agreement may cause serious and irreparable damage to the Disclosing Party for which there may be no adequate remedy at law. Without limiting the Disclosing Party's rights and remedies which are otherwise available, the Disclosing Party shall be entitled to seek equitable relief including, without limitation, an injunction, restraining order or specific performance for any breach of this Agreement by the Recipient. The Recipient waives any securing or posting of any bond in connection with such remedy. In addition, each party shall indemnify, defend and hold the other party harmless from and against any and all claims, losses, defenses, actions, causes of action, damages, costs or expenses (including reasonable attorney fees and any other costs) both direct and indirect, asserted, claimed or caused if and to the extent the same arises in whole or in part, directly or indirectly, from any breach of this Agreement by that party.

G. NO OBLIGATION OR PARTNERSHIP

1. Each party agrees that neither the holding of discussions between the parties nor the exchange of Confidential Information under this Agreement shall be construed as an obligation of either party to enter into any other business arrangement or agreement, or impose any obligation on either party to purchase, transfer or otherwise dispose of any technology, services or products, until such time that a separate definitive written agreement has been executed by duly authorized representatives of the parties. This Agreement does not create any agency, partnership or joint venture relationship between the parties. No party shall incur any debts or make any commitments for the other under this Agreement.

H. WARRANTY

1. The Disclosing Party warrants that it has the right to make the disclosures under this Agreement. No other warranties are made by either party under this Agreement, including warranties of merchantability, fitness for a particular purpose or non-infringement. Any information exchanged under this agreement is provided "AS IS."

I. ADDITIONAL AGREEMENTS

1. This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law principles. Both parties agree to comply with all laws and regulations pertaining to the subject matter of this Agreement.

2. If any part of this Agreement is held invalid, void or unenforceable under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision and the remainder of this Agreement will remain in full force and shall not be affected.

3. Recipient's obligations hereunder with respect to Highly Sensitive Information and its obligation to maintain the confidentiality of any copy of Confidential Information retained for archival purposes under Section D (3) shall survive the termination of this Agreement. All other terms and conditions of this Agreement shall continue during the period of negotiations regarding the Transactions and for a period of two (2) years thereafter.



4. Each party shall comply with all United States and foreign export control laws ,including the U.S. Export Administration Regulations, end-user, end-use and destination restrictions issued by the United States and other governments, or regulations applicable to its performance under this Agreement and with respect to the Confidential Information.
5. This Agreement contains the entire agreement between the parties and all prior agreements between the parties pertaining to the subject matter of this Agreement, whether written or oral, are void. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original and a single document. This Agreement may not be modified by any party without the prior written agreement signed by an authorized representative of the other party.
6. The waiver by a party of a breach of any provision of this Agreement by the party will not operate or be interpreted as a waiver of any other or subsequent breach. All waivers must be in writing and signed by the waiving party.
7. The parties intend to be legally bound by this Agreement and it will be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring, or reorganization, or as a sale or transfer of all or substantially all of a party's assets.
8. The parties have the right to perform the obligations contemplated by this Agreement and all such obligations have been duly authorized.