**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this "**Agreement**") is made by and between Hypori, Inc. ("**Hypori**") and the Party executing this Agreement. Each a "**Party**" and collectively the "**Parties**."

**WHEREAS** the Parties develop and use valuable nonpublic technical and business confidential and proprietary information ("**Information**") for the purpose of their separate business activities; and

**WHEREAS** the Parties wish to exchange Information for the purpose of evaluating a potential business relationship and/or either Party performing a contract ("**Purpose**").

**NOW, THEREFORE**, in consideration of the mutual exchange of Information, and for other good and valuable consideration, the Parties agree as follows:

1. "Information" means any information, oral or written, that is not generally known outside of the disclosing Party (the "**Disclosing Party**") including, but not limited to, products, designs, methods, research; information relating to business operations, marketing plans, customer lists, strategies, intellectual property, and pricing methods. The receiving Party (the "**Receiving Party**") shall protect any Information whether or not such information is marked confidential or proprietary. The Receiving Party shall use the same degree of care in its use and handling of the Disclosing Party's Information as it does for its own Information and in no event shall it use anything less than reasonable care. Information does not include Information (a) is or becomes part of the public domain without breach of this Agreement; (b) becomes known to the Receiving Party without breach of this Agreement; (c) is rightly received by the Receiving Party from a third party without confidentiality obligations; or (d) was independently developed by the Receiving Party without use of or reference to the Information.

2. All Information disclosed shall remain the property of the Disclosing Party and no licenses or other intellectual property rights are granted herein. INFORMATION UNDER THIS AGREEMENT IS BEING PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE ACCURACY OR COMPLETENESS OR RELIABILITY OR OTHER QUALITY OF THE INFORMATION INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, NON-INFRINGEMENT AND TITLE.

3. This Agreement shall, unless extended in writing by mutual agreement of the Parties, terminate at the expiration of two (2) years from the date of last disclosure. Notwithstanding the foregoing, for trade secrets, the obligation continues for as long as the Information remains a trade secret. Either Party may terminate this Agreement by providing thirty (30) days prior written notice to the other.

4. Neither Party will, and will not permit its employees, agents, consultants, advisors or subcontractors (collectively, its "**Representatives**") to modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Information of the other Party or attempt to derive the composition of underlying information, structure, or ideas of any Information.

5. In the event disclosure of Information is required by law, regulation, or formal Government inquiry, the Receiving Party shall first notify the Disclosing Party of such requirement to permit the Disclosing Party to contest such requirement. Disclosure under such circumstances is permissible provided that the Receiving Party only disclose that portion of the Information required by law and continues to protect all other Information in accordance with this Agreement.

6. No Information may be disclosed to any third parties except for either Party's Representatives who have a valid need to know the information for the Purpose, without the express written permission of the owner of the Information. If disclosed to a Party's Representatives, the Disclosing Party shall ensure that the third-party recipient is subject to terms and conditions of a non-disclosure agreement at least as restrictive as those contained herein. Receiving Party remains liable for the compliance of its Representatives.

7. Neither Party may export, directly or indirectly, any technical data acquired from the other pursuant to this NDA or any product utilizing any such data to any country for which the U.S. Government requires an export license or other approval without first obtaining such license or approval. Parties must ensure that all export-controlled information is properly marked and identified as export controlled prior to disclosure.

8. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES FOR CONSEQUENTIAL, PUNITIVE, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING OR AS A RESULT OF LOST PROFITS OR LOST OPPORTUNITIES), WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND WHETHER OR NOT ADVISED OF THEIR POSSIBILITY.

9. At the written request of the Disclosing Party, the Receiving Party shall, within ten (10) business days, return or destroy all copies of the Information in its possession, or in the possession of its Representatives and, upon request, certify such destruction. Notwithstanding the foregoing, the Receiving Party may retain one (1) copy of the Information for archival and audit, legal, or compliance purposes. Any retained Information shall remain subject to this Agreement until returned or destroyed.

10. The Receiving Party hereby acknowledges and agrees that remedies at law may be inadequate to protect the Disclosing Party against any actual or threatened breach of this Agreement and that any such breach may cause irreparable and continuing injury to Disclosing Party. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled to seek equitable relief, including, without limitation, injunction and specific performance, without proof of actual damages or exhausting other remedies, in addition to all other remedies available to the Disclosing Party at law or in equity.

11. Neither Party shall use any Information for the purpose of competing against the other Party, injuring or interfering in any business relationship of the other Party or for any other use, other than the stated Purpose.

12. The invalidity, unenforceability or illegality, in whole or in part, of any provision in this Agreement shall not affect the validity of the remaining provisions. Upon any such finding, the court shall modify the invalid provision to the extent necessary and reasonable to most closely approximate the intent of the Parties.

13. Any modifications must be made in writing and agreed to by both Parties. This Agreement shall be binding upon the successors and assigns of the Parties and inure to the benefit of their successors and assigns.

14. The validity, construction, and interpretation of this Agreement, and the rights and duties of the Parties, shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia, excluding its choice of law rules. The Parties hereby irrevocably consent to the jurisdiction of the state and federal courts of the United States located in the county of Fairfax, Virginia, in connection with any controversy or dispute arising out of the operation of this Agreement and agree not to bring any action in any other jurisdiction. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

15. This Agreement contains the entire agreement of the Parties and cancels and supersedes any previous understanding or agreement related to the subject matter hereof, whether written or oral.

16. Neither Party may assign this Agreement without the other Party's prior written consent; provided, however, that a Party may assign this Agreement in connection with a merger, consolidation, or sale of substantially all its assets or voting stock to a surviving entity if the assignee agrees in writing to assume the obligations of the assigning Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

| HYPORI, INC. | MORE GOOD CAPITAL and its subsidiaries and affiliates (including, without limitation, Directive Consulting) |
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| Name: Jerry Raphael<br>Title: CFO<br>Date: | Name:<br>Title:<br>Date: |