

This Mutual Confidentiality Non-Disclosure Agreement ("Agreement") governs the disclosure of information by and between **Ravelin Defense, Inc.**, including all of its affiliates and subsidiaries, and _____ including all its affiliates and subsidiaries, as of _____ (the "Effective Date").

1. As used herein, "Confidential Information" shall mean any and all technical and non-technical information provided by either party to the other, including but not limited to, patent and patent applications, trade secrets, and proprietary information incorporated in ideas, techniques, sketches, designs, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, plant, algorithms, software programs, software source documents and formulas related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design, details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing party provides regarding third parties.
2. If the Confidential Information is embodied in tangible material, it shall be labeled as "Confidential" or bear a similar legend. If the Confidential Information is disclosed orally or visually, it shall be identified as such at the time of disclosure or identified by notice in writing to the receiving party ("Recipient") within thirty (30) days of such disclosure. Such notice shall reference the place and date of oral or visual disclosure and include a brief description of the Confidential Information disclosed. If any information is simply observed at a party's plant, office or premises (or that of a client of the party), it shall be treated as Confidential Information unless advised otherwise by the owner of such information.
3. Each party agrees that, notwithstanding any termination or expiration of this Agreement, it will hold in strict confidence and not disclose to any third party Confidential Information of the other, except as approved in writing by such other party. Each party further agrees to use the Confidential Information for no purpose other than evaluating or pursuing a business relationship with the other. Notwithstanding the above, the receiving party ("Recipient") shall not be in violation of this Section 3 by disclosure in response to a valid order by a court or other governmental body, provided that the Recipient provides the other party with prior written notice of such disclosure in order to permit the other party to seek confidential treatment of such information. Each party shall only permit access to Confidential Information of the other party to those of its employees, officers, directors, affiliates or authorized representatives (collectively, its "Representatives") having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.
4. Each party shall immediately notify the other upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other party.
5. Each party's obligation under this Agreement with respect to any portion of the other party's Confidential Information shall terminate when the Recipient can document that:
 - (a) it was in the public domain at the time it was communicated to the Recipient by the other party;
 - (b) it entered the public domain subsequent to the time it was communicated to the Recipient by the other party through no fault of the Recipient;

- (c) it was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the other party; or
- (d) it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the other party.

6. Upon termination or expiration of the Agreement, or upon written request of the other party, each party shall promptly return to the other all documents and other tangible materials representing the other's Confidential Information and all copies thereof. Notwithstanding the foregoing, either party may keep one copy of such material as required to document work performed by the Recipient for the disclosing party.

7. The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention, patent, copyright, trademark, or other intellectual property right.

8. Each party agrees that all of the products and/or processes covered under this Agreement of the other party contain valuable confidential information. Each party agrees it will not modify, reverse engineer, de-compile, create other works from, or disassemble any of the products and/or processes contained in the Confidential Information of the other party without the prior written consent of the other party.

9. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of the relationship between the parties. Any reproduction of any Confidential Information by the Recipient shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the disclosing party.

10. The Recipient's obligations under this Agreement shall survive termination of the relationship between the parties that gave rise to this Agreement and shall be binding upon the Recipient's heir, successors and assigns for a period of ten (10) years from the Effective Date. Notwithstanding the foregoing, any trade secrets disclosed to a party must continue to be held in confidence by the Recipient as long as they are protected by applicable trade secret law.

11. This Agreement shall be governed by and construed in accordance with the laws of Arizona without reference to conflict of law principles. This Agreement may not be amended except by a written document signed by both parties.

12. Each party acknowledges that its breach of the Agreement may cause irreparable damage and hereby agrees that the other party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction. Provided that the data is properly marked by both parties, the parties agree that special, multiple and punitive damages will not be allowed for any breach of this Agreement. Direct, indirect, incidental and consequential damages are only recoverable to the extent it is proven that the Receiving Party breached this Agreement.

13. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such provision shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

14. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

15. Neither party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Information covered by this Agreement that is subject to U.S. Government oversight and/or approval will be clearly identified in a subsequent attachment that is to be determined.

16. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested. Such notices shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

17. Unless earlier terminated by thirty (30) days written notice of either Party, this Agreement shall expire three (3) years after the Effective Date.

In Witness Whereof, the parties hereto have caused this Mutual Confidentiality/Non-Disclosure Agreement to be executed as of the Effective Date.

Company Name:

Name: _____

Title: _____

Date: _____

Address: _____

Signed: _____

Ravelin Defense, Inc.

Name: _____

Title: _____

Date: _____

Address: 6677 W. Frye Rd. Suite 24
Chandler, AZ 85226

Signed: _____