

NON-DISCLOSURE AGREEMENT SUMMARY

- The following detailed legal document applies automatically our standard non-disclosure agreement terms to all our customers who use our services;
- This confidentiality agreement is in effect at all times and applies to all documents exchanged between our customers and our staff;
- Our customers have full and complete legal right to recover by legal means any damages caused by the unauthorized dissemination of customer documents by members of our staff;
- We reserve the right to review and change the terms of this NDA without notice at any time.

William A. Benjamin
CEO, The Benjamin Group

NON-DISCLOSURE AGREEMENT BETWEEN THE BENJAMIN GROUP AND ITS CLIENTS

This NON-DISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of March 1, 2009, the "Effective Date," by and between The Benjamin Group, LLC ("TBG"), having a principal place of business at 466-A San Ysidro Road, Santa Barbara, CA 93108, and the Clients of TBG who engage TBG to provide venture development services on a confidential basis including the exchange of confidential information. In consideration of the mutual covenants contained herein, TBG agrees as follows.

1. Definitions. For purposes of this Agreement, "Confidential Information" means any information, including but not limited to, science, formulas, patterns, compilations, programs, devices, methods, techniques and processes, financial information and data, business plans, business strategies, marketing plans, customer lists, price lists, cost information, information about employees, descriptions of inventions, process descriptions, descriptions of technical know-how, information and descriptions of new products and new product development, scientific and technical specifications and documentation, and pending or abandoned patent applications of a client, now known or in possession of, or hereafter learned or acquired, that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.

Confidential information may be written or oral, expressed in electronic media otherwise disclosed, and may be tangible or intangible. All materials and information disclosed by Client to TBG will be presumed to be Confidential Information and will be so regarded by TBG unless TBG can prove that materials or information are not Confidential Information because they are: (1) already known to TBG at time that they are disclosed by Client; or (2) publicly known at the time of the disclosure to TBG by Client. Additionally, the confidential obligations herein will cease as to particular information that: (1) has become publicly known through no fault of TBG; (2) is received by TBG properly and lawfully from a third party without restriction on disclosure and without knowledge or reasonable suspicion that the third party's disclosure is in breach of any obligations to Client; (3) has been developed by TBG completely independent of the delivery of Confidential Information hereunder; or (4) has been approved for public release by written authorization of Client.

2. Obligations. TBG agrees (1) that it will maintain and preserve the confidentiality of all Confidential Information disclosed to it by Client including, but without limitation, taking such steps to protect and preserve the confidentiality of the

Confidential Information as it takes to preserve and protect the confidentiality of its own confidential information; (2) that it will disclose such Confidential Information only to its own employees on a “need-to-know” basis only, and only to those employees who have agreed to maintain the confidentiality thereof; (3) that if software is involved, that it will not disassemble, “reverse engineer,” “reverse compile” or analyze the inputs and outputs of any software or hardware provided under this Agreement for any purpose, including but not limited to, attempting to ascertain or deduce the functionality or workings of the software or hardware; and (4) that it will not disclose such Confidential Information to any third party (including subcontractors and consultants) without the express written consent of Client.

3. Limited Use. The parties acknowledge that any Confidential Information disclosed by Client to TBG is subject to its use for the limited and sole purpose of evaluating Client business plans and related data by TBG on a fee basis.

4. Ownership. TBG acknowledges that Client will maintain sole and exclusive ownership of all right, title, and interest in and to Client’s Confidential Information, including ownership of all copyrights, patents and trade secrets pertaining thereto. Nothing contained in this Agreement will be construed as granting any rights, by license or otherwise, to any Confidential Information, except as expressly set forth herein.

5. Equitable Relief and Remedies. Any and all Confidential Information is considered to include valuable trade secrets of Client. TBG acknowledges that, in the event of any breach of this Agreement, Client will not have an adequate remedy in money or damages. Client will therefore be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Client’s right to obtain such relief will not limit its right to obtain other remedies. TBG agrees to and will be responsible and primarily liable for, and agree to and shall indemnify Client from and against, any and all claims, demands, actions, losses, damages, liabilities, expenses and disbursements incurred or sustained as a result of any breach by TBG and/or TBG’s representatives or affiliates of any of the provisions hereof (including, without limitation, any unauthorized use or disclosure of the Confidential Information by TBG or TBG’s affiliates or representatives, or otherwise resulting from the acts or omissions of TBG, or the acts or omissions of TBG’s affiliates and representatives). In addition to all other rights and remedies which either party hereto may have hereunder, at law, in equity, by statute or otherwise, either party hereto will be entitled to recover attorneys’ fees and expenses and court costs in the event of any breach of this Agreement by the other party. For the purposes of this Agreement, the term “attorneys’ fees” shall mean the full and actual costs of any legal services actually rendered in connection with the matters involved, calculated on the basis of the usual fees charged by attorneys performing such services, and shall not be limited to “reasonable attorneys’ fees” as defined by any statute or rule of court.

6. Disclaimer Except as may otherwise be set forth herein or in a signed, written agreement between the parties, Client makes no representation or warranty as to

accuracy, completeness, condition, suitability or performance of the Confidential Information and Client will have no liability whatsoever to TBG resulting from TBG's use of Client's Confidential Information.

7. Term. The parties agree that this Agreement will remain in full force and effect for a period of two (2) years from the Effective Date.

8. Return of Information. Upon the earlier of Client's request or the termination of this Agreement, TBG will promptly return or destroy all Confidential Information and related materials and discontinue all further use of the Confidential Information. Upon Client's request, TBG will promptly certify that such action has been taken.

9. Required Legal Disclosure. Notwithstanding the above, TBG may disclose Confidential Information or the existence of this Agreement to the extent required by any applicable law, regulation or court; provided however, that TBG will notify Client in writing, promptly after becoming aware of its obligations to make such a disclosure and will permit Client to seek to challenge or limit such required disclosure.

10. Entire Agreement. This Agreement constitutes the complete, exclusive statement of the agreement between the parties relating to the subject matter hereof, and all provisions representations, discussions, and writings are merged in, and superseded by, this Agreement. No modification, revision or addendum of any of the terms of the Agreement shall be valid unless in writing and signed by an authorized representative of each party.

11. Governing Law; Jurisdiction. The interpretation and enforcement of this Agreement will be governed by the laws of the State of California, as it applies to a contract executed, delivered, and performed solely in such state and the parties agree that any legal action arising out of or in conjunction with this Agreement or any breach thereof shall be brought and prosecuted in an appropriate court of competent jurisdiction within Los Angeles County, California.

12. Restrictions on Assignments and Sublicenses. Neither party may sell, transfer, assign, sublicense, or subcontract any right or obligation hereunder without the prior written consent of the other party.

IN WITNESS WHEREOF, TBG has caused this Agreement to be executed as set forth below.

THE BENJAMIN GROUP

William A. Benjamin

By: William A. Benjamin

Title: Managing Director