

Envosoft MUTUAL NONDISCLOSURE AGREEMENT

Effective Immediately

This Mutual Nondisclosure Agreement (the "**Agreement**") is entered into as of _____, 2010 (the "**Effective Date**") by and between Envosoft, with a principal place of business at P.O. Box 387, Rowlett, TX, 75030, and _____, with a principal place of business at _____.

WHEREAS, the parties have certain confidential information which each has disclosed or may disclose to the other, each is willing to accept the information confidentially as limited herein.

NOW THEREFORE, the parties agree as follows:

1. "Confidential Information" means all technical or non-technical information disclosed by one party to this Agreement (the "Discloser") to the other party (the "Recipient"), provided that such information is identified, either verbally or in writing, as confidential or proprietary by the Discloser. Confidential Information includes, but is not limited to, all trade secrets, know-how, inventions (whether or not patentable), software design and architecture, computer code, drawings, designs, interfaces, internal documentation, problem reports, analysis and performance information, names and expertise of employees and consultants, and other technical, business, product, marketing, customer, and financial information.

2. Confidential Information does not include information or material which Recipient can document

(i) is or subsequently becomes publicly available through no fault of Recipient or any of its affiliates, agents, consultants, or employees; (ii) was properly in Recipient's possession or properly known by Recipient, without restriction, prior to receipt from Discloser; (iii) is subsequently rightfully disclosed to Recipient by a third party without restriction; or (iv) was independently developed by employees or agents of Recipient without access to the Confidential Information and without breach of this Agreement.

3. The Recipient will (a) use the Confidential Information solely for the purposes for which it was disclosed; (b) hold the Discloser's Confidential Information in strictest confidence in perpetuity and take all reasonable precautions to prevent the disclosure of such Confidential Information to any third party; (c) not copy, reverse engineer, decompile, disassemble, modify, or create a derivative of any software, nor remove any product identification, copyright or other notice, unless otherwise authorized in writing by the Discloser; and (d) return all materials which have been furnished by Discloser, together with any copies thereof, promptly upon the request of the Discloser.

4. Recipient may disclose Confidential Information to its employees or consultants as is necessary for the limited purpose for which the Confidential Information was disclosed and provided that such employees or consultants have executed appropriate

written agreements sufficient to enable Recipient to comply with this Agreement. Recipient may also make disclosures in response to a court order or as otherwise required by law provided that Recipient (a) promptly notifies Discloser, (b) uses its best efforts to limit disclosure and to obtain confidential treatment or a protective order, and (c) allows Discloser to participate in any proceeding that requires the disclosure.

5. The parties acknowledge and agree that employees and agents of the Recipient who have received or been exposed to the Discloser's Confidential Information may further develop their general knowledge, skills and experience (including general ideas, concepts, know-how, and techniques), which may be based on such Confidential Information. The restriction in Section 3 will not apply to the subsequent use, and disclosures incidental to such use, by such employees and agents of such general knowledge, skills and experience, as unintentionally retained in their unaided memories. The receipt of or exposure to the Discloser's Confidential Information under this Agreement will not in any way limit or restrict the work assignments of any of the Recipient's employees and agents.

6. The parties further acknowledge that Recipient may currently or in the future be developing information internally, or receiving information from other parties that may be similar to the Discloser's Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that the Recipient will not develop or have developed products, concepts, systems, techniques, or services that, without violation of this Agreement, are similar to or compete with the products or services contemplated by or embodied in the Discloser's Confidential Information.

7. Neither party is required to disclose any particular information to the other and any disclosure of Confidential Information pursuant to this Agreement is entirely voluntary. This Agreement does not create a commitment as to any product, service, or business relationship or transaction, regardless of the Confidential Information, if any, disclosed between the parties.

8. Each party acknowledges and agrees that (a) as between the parties, the Confidential Information is and shall remain the property of the Discloser; (b) no license, transfer, or other rights to Discloser's Confidential Information is granted or implied hereby; (c) all Confidential Information is provided by the Discloser "AS IS" and without any warranty of any kind (express, implied, or otherwise) with respect to any Confidential Information and any use thereof.

9. A breach by Recipient of this Agreement will cause irreparable and continuing damage to Discloser for which money damages are insufficient, and Discloser shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate).

10. This Agreement will be governed by and construed using Texas law, without giving effect to Texas conflict of law provisions or to constructive presumptions favoring either party. For actions arising out of or relating to this Agreement, both parties consent to the jurisdiction and venue of the federal and state courts in Texas. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees.

11. If a court of law holds any provision of this Agreement to be illegal, invalid, or unenforceable, (a)

that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

12. This Agreement supersedes all previous agreements between the parties regarding the Confidential Information and constitutes the entire agreement with respect to the Confidential Information. No waiver or modification of this Agreement will be binding upon either party unless made in writing and no failure or delay by either party in enforcing any right under this Agreement will be deemed a waiver of such right.

13. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Transmission by facsimile of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

14. All notices, requests, and other communications called for by this Agreement may be delivered by overnight courier, fax, or email to the addresses below and will be deemed to have been given upon verification of receipt for overnight courier or acknowledgment of receipt for fax or email.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the Effective Date above.

Envosoft

By: _____

Name: _____

Title: _____

Address: _____

Email: _____

Fax: _____

By: _____

Name: _____

Title: _____

Address: _____

Email: _____

Fax: _____