

MUTUAL NON-DISCLOSURE AGREEMENT

The “Parties”:

Boundless Security Systems, Inc., 261 South Main Street, Unit #285, Newtown, CT 06470 USA, tel. (203) 445-0562, BoundlessSecurity.com, a Delaware corporation, and

the “**Second Party**”:

Name of company:

Address:

City, State, Country, Postal Code:

tel:

URL:

fax:

e-mail:

WHEREAS, the Parties have engaged in discussions and expect to engage in further discussions with one-another relating to:

Boundless Security Systems, Inc.’s (a) ultra low bandwidth, digital video surveillance system, the *Boundless Security System™*, (b) cyber concealment techniques, (c) physical concealment techniques, (d) any and all related hardware, software, firmware and know-how, and any and all business matters related to Boundless Security Systems, Inc.

the Second Party’s:

WHEREAS, it is expected that such discussions may involve the disclosure and communication by Discloser of “**Information**” including drawings, samples, devices, demonstrations, computer software and other technical data, some of which may contain proprietary and novel features, and business data, including but not limited to business plans, product plans, sales forecasts, manufacturing cost data, and customer lists, and

WHEREAS, the Parties wish to define their rights with respect to any such Information exchanged; and to protect the proprietary and novel features contained therein;

NOW, THEREFORE, in consideration of the premises, the Parties agree as follows:

Article I

(1) Recipient agrees that all rights to the proprietary and novel features contained in the Information disclosed and communicated by Discloser, are reserved by Discloser; and Recipient

will not use or disclose such proprietary and novel features to the benefit of itself or to the detriment of Discloser unless and until such use or disclosure is expressly authorized in writing by Discloser.

(2) Recipient agrees that the Information disclosed is and will remain the property of Discloser, and that such Information is not to be copied or reproduced without the express written permission of Discloser. Recipient may keep all such Information for ninety days for purposes of evaluation. After such time, Recipient agrees that originals and all copies of such Information are to be returned to Discloser, unless otherwise agreed in writing by Discloser.

(3) Notwithstanding anything contained in paragraphs (1) and (2) above, Recipient shall not be liable for any disclosure or use of any Information disclosed or communicated by Discloser if such Information:

(a) is publicly available or later becomes publicly available other than through a breach of this Agreement,

(b) is known to Recipient on the date it is received by Recipient, and Recipient informs Discloser of this knowledge within thirty days of receipt,

(c) is lawfully received by the Receiving Party from a third party after it is received by the Receiving Party from Discloser, or

(d) has been or may be subsequently developed by the Receiving Party without direct or indirect benefit of the Information received by the Receiving Party from Discloser.

(4) For the purpose of avoiding disclosure of information derived from Discloser, the Recipient shall use efforts fully commensurate with those which it employs for the protection of confidential information of its own.

(5) Information obtained by Recipient from Discloser is to be kept confidential by the Recipient for a period that is the lesser of: (a) three years from the date the information is obtained by Recipient from Discloser, or (b) the time that the information is made publicly available by Discloser or by other parties through no breach of this contract.

(6) Discloser shall mark all confidential Information in a distinguishing manner. Information disclosed verbally will be identified by Discloser as confidential at the time of disclosure, and will be confirmed in writing by Discloser within thirty days of disclosure.

Article II

Notwithstanding Article I, Recipient agrees that no license under any patent of Discloser, by implication or otherwise, or rights of any kind to Discloser's technology and know-how, are granted to Recipient under this Agreement.

Article III

This document embodies all of the understandings concerning the subject matter hereof. It merges all prior discussions and writings between the Parties as to confidentiality of Information. There are no other conditions with respect to confidentiality of Information other than is expressly provided in this document, or as duly set forth subsequent to the date hereof in writing and signed by both Parties.

Article IV

The Parties acknowledge that a copy of this document has been given to each of them. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, USA.

Article V

Each Party agrees they it will not, directly or indirectly, solicit for employment any current officers or employees of the other Party during the continuance of the Project or for a period of one year thereafter.

Agreed by:

_____ Signature	_____ Title	_____ Signature	_____ Title
_____ Name printed	_____ Date	_____ Name printed	_____ Date
_____ Company name		Boundless Security Systems, Inc. _____ Company name	