

COLINX, LLC

Mutual Confidential Information Exchange Agreement

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PARTICIPANT's Mailing Address:

CoLinX, LLC Address:

CoLinX, LLC
Suite 210
1 Independence Pointe
Greenville, SC 29615

Commencement Date: _____

Expiration Date: _____

This Agreement is entered into by and between CoLinX, LLC, a limited liability company organized under the laws of the State of Delaware, (hereinafter "CoLinX") and _____ (hereinafter "PARTICIPANT"). Unless otherwise specified hereunder, CoLinX and PARTICIPANT shall include their respective Subsidiaries as hereinafter defined by Section 6.0. This Agreement is necessary to permit, for a limited period of time, PARTICIPANT to disclose to CoLinX and CoLinX to disclose to PARTICIPANT, information considered to be confidential to the disclosing party. The purpose of the exchange of such information is to discuss potential future relationships between CoLinX and PARTICIPANT relative to logistics and web service offerings of CoLinX.

The parties' representatives for disclosing and receiving confidential information are:

CoLinX: _____

PARTICIPANT: _____

1.0 CONFIDENTIAL INFORMATION

1.1 "COLINX Confidential Information" shall mean all information or items identified by COLINX as confidential and disclosed by COLINX to PARTICIPANT relating to COLINX's past, present and future research, development, and business activities including, but not limited to

1.2 "PARTICIPANT Confidential Information" shall mean all information or items identified by PARTICIPANT as confidential and disclosed by PARTICIPANT to COLINX relating to PARTICIPANT's past, present and future research, development, and business activities including, but not limited to

2.0 CONFIDENTIAL INFORMATION EXCHANGE

2.1 Confidential Information may be disclosed by one party to the other during the term of this Agreement. Confidential Information may be conveyed by the parties in visual, written, oral, printed, or machine-readable form. All disclosures of information by one party to the other will be deemed to be confidential at the time of disclosure.

2.2 When Confidential Information is disclosed in written form and accepted, the writing must contain an appropriate legend, such as "Confidential Information."

2.3 When information is disclosed in oral form by the disclosing party and accepted by the receiving party, the oral information must be reduced to a writing and delivered in written form to the receiving party within 30 days after the date of the disclosure or the information will not be Confidential Information.

2.4 Upon the request of either party, the other party will, at its own expense, immediately return or confirm the destruction of all Confidential Information.

3.0 CONFIDENTIALITY OBLIGATIONS

3.1 Subject to the provisions of Sections 4.0 and 5.0, for a period of 5 years measured from the date of termination or, if the Agreement is not terminated, the date of expiration, the receiving party agrees to use the same care and discretion to avoid disclosure, publication, or dissemination of disclosed and accepted Confidential Information as the receiving party employs with similar information of its own which it does not desire to have published, disclosed, or disseminated. The Recipient agrees to use received Confidential Information only for the purpose specified in the preamble above.

3.2 Following the period of confidentiality as specified in Section 3.1, no obligation is assumed by, or is to be implied against the receiving party with respect to such Confidential Information and such information will be considered non-confidential.

3.3 The receiving party may disclose the disclosing party's Confidential Information to its employees and employees of its parent and Subsidiary companies with a business need-to-know; and/or only with the disclosing party's prior consent, third parties such as consultants, agents, and affiliates. Before disclosure to any above employees and/or third parties, the receiving party shall have a written agreement with such employee and/or third party sufficient to require that the employee and/or third party will treat Confidential Information in accordance with this Agreement.

4.0 PERMISSIBLE DISCLOSURE

Disclosure of Confidential Information will not be precluded if such disclosure is:

- (a) in response to a valid order of a court or governmental body of the United States or any political subdivision thereof; provided, however, that the disclosing party will first have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purpose for which the order was issued;
- (b) otherwise required by law; or
- (c) necessary to establish the disclosing party's rights under this Agreement.

5.0 NON-CONFIDENTIAL INFORMATION

Notwithstanding any other provision of this Agreement, the confidentiality obligations specified in Section 3.0 will not apply to any received Confidential Information which:

- (a) is already in the possession of the receiving party or any Subsidiary without obligation of confidence, prior to receipt from the disclosing party;
- (b) is independently developed by the receiving party or any Subsidiary of that party;
- (c) is or becomes publicly available without breach of this Agreement;
- (d) is rightfully received by the receiving party or any Subsidiary of that party from a third party;
- (e) does not have an appropriate legend as set forth in Section 2.2; or

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- (f) is released for disclosure by one party with the other party's written consent.

6.0 SUBSIDIARY

"Subsidiary" shall mean a corporation, company or other entity, (a) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, or (b) which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than fifty percent (50%) of whose ownership interest representing the right to make the decisions for such corporation, company or other entity is, now or hereafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

7.0 TERM OF AGREEMENT

The term of this Agreement will begin on the Commencement Date and will expire on the Expiration Date, unless terminated earlier by either party. Either party may terminate this Agreement prior to the Expiration Date with or without cause for any reason by giving at least fifteen (15) days written notice to the other party.

8.0 OTHER INTELLECTUAL PROPERTY RIGHTS

No license or immunity is granted by this Agreement by either party to the other, either directly or by implication, estoppel, or otherwise, under any patents, copyrights, trademarks, or mask works, or any trade secrets or know-how other than that disclosed hereunder. The disclosure of information hereunder will not constitute any representation, warranty, assurance or guarantee, by either party to the other, with respect to the infringement, misappropriation or violation of any of the intellectual property rights of third parties.

9.0 RELATION WITH OTHER AGREEMENTS/DISCLAIMERS

9.1 This Agreement will be the complete statement of the rights and obligations of the parties hereto with respect to Confidential Information disclosed or received, solely under this Agreement. This Agreement may be modified only by written amendments signed by authorized representatives of COLINX and PARTICIPANT.

9.2 Each party provides information on an "AS IS" basis.

10.0 GENERAL PROVISIONS

10.1 Each party agrees that this Agreement will not restrict the right of either party to enter into agreements with other parties for the same or similar efforts, or to make, have made, use, sell, buy, develop, market, or otherwise transfer any technology, products or services now or in the future. Each party agrees that this Agreement will not restrict the right of either party to assign any of its employees, consultants or other representatives to any design or development project in the future, provided that the party complies with its obligations under this Agreement.

10.2 Unless required by law, each party agrees not to disclose (i) that discussions have been held by and between the parties and (ii) the existence, the terms, conditions or subject matter of this Agreement to third parties without the prior written consent of the other party.

10.3 Each party agrees to comply with all applicable laws, rules and regulations, including United States Export Administration Regulations relating to the export or re-export of technical data and products produced as a result of the use of such data, insofar as they relate to the information disclosed under this Agreement. Each party agrees not to export or re-export, directly or indirectly, any technical data provided by the other party, or the direct product of such data, to any country specified in such Regulations.

10.4 The parties do not intend that any agency, partnership or other relationship be created between them by this Agreement.

10.5 All rights and obligations which by their nature survive the expiration or termination of this Agreement will remain in effect beyond expiration or termination.

10.6 Nothing contained in this Agreement will be construed as conferring any rights to use in advertising, publicity or other marketing activities, any name, trade name, trademark, acronym or other designation of the other party, including any contraction, abbreviation, or simulation of any of the foregoing.

10.7 This Agreement shall be construed, and legal relations between PARTICIPANT and COLINX shall be determined in accordance with the laws of the United States of America and, specifically, the State of South Carolina, as if said Agreement were executed in, and fully performed in the State of South Carolina.

10.8 Any failure of either party to require strict performance by the other party, or any waiver or failure to act by either party in the event of breach or default of any section or subsection of this Agreement, shall not be construed as a consent to, or waiver of, any other breach of the same or of any other section or subsection.

10.9 If any section or subsection of this Agreement is either found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such section or subsection in every other respect and the remainder of this Agreement shall continue in effect so long as it still expresses the intent of the parties. If the intent of the parties cannot be preserved, this Agreement shall be either renegotiated or terminated.

10.10 It is understood by the parties hereto that the terms and conditions of this Agreement shall not be interpreted as requiring either party to (i) disclose any information, confidential or otherwise, to the other party or (ii) enter into any future contractual relationships.

10.11 Neither party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

10.12 The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Agreement. This statement of the agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.

THE PARTIES ACKNOWLEDGE THAT EACH HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

AGREED TO:

CoLinX, LLC:

By: _____

Title: _____

Date: _____

PARTICIPANT:

By: _____

Title: _____

Date: _____