

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality Agreement (the "Agreement") is made and is effective as of the date of this Supplier Registration and Survey, by and between Supplier and Enporion, Inc for the purpose of maintaining the confidential business and technical information of the parties which each prior to and from time to time hereafter receives from the other during the course of discussions between them relating to the Project (as defined below).

Acknowledging the receipt of good and adequate consideration and intending to be legally bound, the parties agree as follows:

1. Definitions
 - a. "Confidential Information" is any information provided in connection with the Project about or relating to (i) the Project, (ii) the business of a party (including financial, sales and marketing plans), and (iii) existing or contemplated products or services, technology, trade secrets, technical procedures, methodologies or proprietary rights of a party or a supplier or contractor of a party, which has been or will be furnished by or through a Disclosing Party (as defined below) to a Receiving Party (as defined below) and is identified as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as confidential and/or proprietary.
 - b. "Disclosing Party" is the party disclosing Confidential Information.
 - c. "Project" is implementation of the Supplier Registration and Survey process including establishing a Supplier profile, organizing and grouping of Suppliers, and alignment of Suppliers with applicable commodities and services for the purpose of facilitating transactions on the Enporion online marketplace.
 - d. "Receiving Party" is the party receiving Confidential Information.
2. Each party acknowledges that it has been informed of the confidential and proprietary nature of the other's Confidential Information. Except as required by law, legal process as provided in Section 12 below, a Receiving Party shall, during the term of this Agreement, use the same degree of care as it uses to protect its own confidential information of like nature, but not less than a reasonable degree of care, to keep all Confidential Information received from a Disclosing Party in confidence and shall not disclose or reveal the existence or the content of any Confidential Information to any third party.
3. Confidential Information of a Disclosing Party may not be translated into another format or language, or decompiled or reverse engineered without the Disclosing Party's prior written consent.
4. A Receiving Party shall have no obligation of confidentiality as provided in Sections 2 and 3 above to the extent that:
 - a. The Confidential Information was, at the time of disclosure, in the public domain;
 - b. The Confidential Information has been disclosed by the Disclosing Party to others without any obligation of confidentiality or the Confidential Information became part of the public domain by publications or otherwise without a breach by the Receiving Party of the provisions of this Agreement;
 - c. The Confidential Information was known by the Receiving Party at the time of disclosure without any obligation of confidentiality, or is independently developed by the Receiving Party without reference to the Confidential Information; or

- d. The Confidential Information was disclosed to the Receiving Party by a third party which was not, to the best of the Receiving Party's knowledge, after diligent inquiry, under an obligation of confidentiality.
5. This Agreement shall continue in force until the earlier of three years from this date or its termination by either party upon five days prior written notice. The obligations set forth in Sections 2 and 3 above shall survive termination of this Agreement for a period of three years thereafter.
 6. Each party acknowledges that the Confidential Information received from a Disclosing Party is and shall remain, *vis-a-vis* the Receiving Party, the sole and exclusive property of the Disclosing Party.
 7. Each party acknowledges that monetary remedies will be inadequate to protect Confidential Information and that injunctive relief will be appropriate to protect such rights. Each party acknowledges that a Disclosing Party will be irreparably damaged to the extent that any of the terms of this Agreement are violated and agrees that such terms shall be enforceable through (i) issuance of an injunction restraining the unauthorized copying, duplication, use, dissemination or disclosure of any Confidential Information, or (ii) any other legal or equitable remedies, which shall be cumulative with and not exclusive of any other remedy or remedies.
 8. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
 9. This Agreement is the entire Agreement among the parties relating to the subject matter hereof and supersedes all prior Agreements, written or oral.
 10. This Agreement may be modified only by a writing signed by both parties.
 11. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding that term, all other terms of this Agreement shall remain in full force and effect.
 12. Disclosure of Confidential Information shall be permitted to the extent demanded by subpoena or other validly issued administrative or judicial process; provided that the Receiving Party shall promptly notify the Disclosing Party and tender to it, if it so elects, the defense of such demand. If requested by the Disclosing Party, the Receiving Party shall cooperate (at the expense of the Disclosing Party) in the defense of the demand.

IN WITNESS WHEREOF, the parties have caused this Agreement to be accepted by their duly authorized representatives as of the effective date first set forth above.