

NonDisclosure Agreement CompassNet Inc.

This NonDisclosure Agreement ("Agreement") is made and entered into between CompassNet Inc., for itself and its subsidiaries and affiliates ("CompassNet"), and "Participant" identified below, individually referred to as a "Party" and collectively referred to as the "Parties". The Parties wish to exchange Confidential Information (as defined below in Section 2) for the purpose of evaluating and potentially engaging in an employment opportunity with CompassNet (the "Purpose"). The Parties have entered into this Agreement to assure that the confidentiality of such information is maintained, in accordance with the following terms of this Agreement:

1. CompassNet may disclose certain information under this Agreement it considers confidential and/or proprietary concerning CompassNet business and/or technology ("Confidential Information") including, but not limited to, all tangible, intangible, visual, electronic, present, or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, and knowhow; (d) business information, including operations, planning, marketing interests, and products; (e) the terms of any agreement and the discussions, negotiations and proposals related to any agreement; (f) information acquired during any facilities tours; and, (g) any information regarding Participant's proposed or actual compensation or the details of Participant's benefits package with CompassNet.
2. Participant will use the Confidential Information only for the Purpose described above. Participant will use the same degree of care, but no less than a reasonable degree of care, as Participant uses with respect to its own similar information to protect the Confidential Information and to prevent: (a) any use of Confidential Information not authorized in this Agreement; and/or (b) communication of Confidential Information to any unauthorized third party. Confidential Information may only be disseminated to employees, directors, agents or third party contractors of Participant with a need to know and who have first signed an agreement with CompassNet containing confidentiality provisions substantially similar to those set forth herein ("Authorized Personnel"). Participant shall ensure compliance by Authorized Personnel with the terms and conditions of this Agreement, and shall be responsible for any breach of such terms and conditions by any Authorized Personnel.
3. Participant agrees not to do the following, except with the advanced review and written approval of CompassNet: (a) issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the parties) or mentioning or implying the name of CompassNet; (b) make copies of documents containing Confidential Information; or (c) reverse engineer, disassemble, decompile, translate, or attempt to discover any prototypes, software, algorithms, or underlying ideas which embody CompassNet Confidential Information.

4. This Agreement imposes no obligation upon Participant with respect to Confidential Information that: (a) was known to Participant before receipt from CompassNet, as evidenced by Participant's files and records in existence before the time of disclosure; (b) is or becomes publicly available through no fault of Participant; (c) is rightfully received by Participant from a third party without a duty of confidentiality; (d) is disclosed by CompassNet to a third party without a duty of confidentiality on the third party; or (e) is disclosed by Participant with CompassNet prior written approval. If Confidential Information is required to be produced by law, court order, or other governmental demand ("Process"), Participant must immediately notify CompassNet of that obligation. Participant will not produce or disclose Confidential Information in response to such Process unless CompassNet has (i) requested protection from the court or other legal or governmental authority requiring the Process and such request has been denied, or (ii) consented in writing to the production or disclosure of the Confidential Information in response to the Process. Nothing in this Agreement shall prohibit or limit either party's use or disclosure of the U.S. Federal income tax treatment and U.S. Federal income tax structure of any transaction contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment or tax structure, except where confidentiality is necessary to comply with applicable federal or state securities laws.
5. **ALL CONFIDENTIAL INFORMATION CONTAINED HEREIN IS PROVIDED "AS IS". NO OTHER WARRANTIES ARE MADE, EXPRESS OR IMPLIED.**
6. CompassNet does not wish to receive any confidential information from Participant, and CompassNet assumes no obligation, either express or implied, for any information disclosed
7. This Agreement shall remain in effect until such time as all Confidential Information of CompassNet disclosed hereunder becomes publicly known and made generally available through no action or inaction of Participant.
8. Participant, upon CompassNet written request, will promptly return all Confidential Information received from CompassNet, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed.
9. This Agreement imposes no obligation on CompassNet to exchange Confidential Information, to proceed with the business opportunity, or to purchase, sell, license, transfer or otherwise make use of any technology, services or products.
10. No Party acquires any intellectual property rights under this Agreement (including but not limited to patent, copyright, and trademark rights) except the limited rights necessary to carry out the purposes as set forth in this Agreement.
11. Participant acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, CompassNet is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.
12. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of CompassNet.

13. This constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements. All additions or modifications to this Agreement must be made in writing and must be signed by all Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.
14. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.
15. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. The exclusive venue for any dispute relating to this Agreement shall be in the state or federal courts within San Francisco County, California.