

## MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT (this "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Intellicorp Records, Inc., with offices at 6001 Cochran Road, Solon, Ohio 44139 (hereinafter referred to collectively as "Intellicorp") \_\_\_\_\_, with offices at \_\_\_\_\_ ("                    ") and are sometimes referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, the Parties wish to disclose and examine certain confidential and proprietary information for the purpose of discussing and evaluating a possible business arrangement between the parties (such activities hereinafter referred to as the "Explorations"); and

WHEREAS, the Parties mutually agree that the disclosure of such confidential and proprietary information may be required for the Explorations to proceed.

NOW, THEREFORE, in consideration of the foregoing and of the promises and covenants herein contained, the Parties agree as follows:

1. The term "Confidential Information" shall mean all non-public information, oral or written, data, works, manuals, forms and endorsements, circulars, actuarial studies, loss costs, statistical plans, database outputs, data compilations and software, and their derivatives and materials (in any form, format, media or medium including but not limited to paper, electronic media and all forms of electronic delivery), including trade secrets, of which either Party becomes aware as a result of or in the course of the discussions regarding the Explorations which could reasonably be understood to be confidential, whether or not so marked, and is related to either Party's business and all other information or data identified as proprietary or confidential at the time of disclosure which either Party or its representatives provides or discloses to the other Party in order to evaluate the feasibility of the Explorations; provided, however, that Confidential Information does not include information which:

- (a) through no breach of this Agreement, is or becomes published or otherwise publicly available;
- (b) was already known to receiving Party (the "Recipient") at the time of disclosure as evidenced by documents maintained in the ordinary course of business;
- (c) was independently developed by the Recipient without reference to the Confidential Information;  
or
- (d) was lawfully obtained from a third party without breach of any agreement between the third party and the disclosing Party ("Discloser").

2. Each Recipient shall not use or duplicate any Confidential Information (except as necessary to conduct the Explorations), and shall keep confidential and not disclose any Confidential Information to anyone (including, without limitation, any affiliate or other related party), unless the Discloser has, in its sole discretion, previously and expressly consented to such use, duplication or disclosure in writing. Each Recipient may disclose such Confidential Information to those employees of the Recipient whose knowledge is necessary to conduct the Explorations, provided that all such employees are advised of their obligations to protect Discloser's interests, which obligations shall be identical to the Recipient's under this Agreement. Without limiting any of the foregoing, each Party agrees to protect the other Party's Confidential Information with at least the same degree of care as it exercises to protect its own highly confidential information of like character, but in no event less than reasonable care. Each Party agrees

that the Confidential Information shall not be made available (including the fact that discussions are taking place) to any other person or group (including customers or suppliers of either Party hereto) for any other purpose whatsoever without the prior written consent of the Discloser. Each Recipient shall be responsible for any breach of the confidentiality provisions of this Agreement by any person to whom Confidential Information may be disclosed by the Recipient. Further each Party agrees to use the Confidential Information only for consideration of an agreement between the Parties for the purposes of the Explorations to which this Agreement is directed, and specifically agrees not to use the Confidential Information to gain a competitive advantage in the marketplace.

3. Notwithstanding Section 2 herein, a Recipient may produce or disclose Confidential Information if and to the extent required pursuant to applicable laws, regulations or court order, provided the Recipient has given the Discloser prior written notice so that the Discloser may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or the Discloser waives compliance with the provisions of this Agreement, the Recipient shall furnish only that portion of the Confidential Information which the Recipient is legally required to disclose and shall exercise all reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the Confidential Information.

4. The Parties acknowledge and agree that:

(a) All Confidential Information disclosed by or belonging to each Discloser is and shall remain the exclusive and valuable property of that Discloser;

(b) The Recipient does not hereby obtain any license or other interest in or to Confidential Information of the Discloser or the subjects thereof; and

(c) At the request of a Discloser, and in any event upon the completion of the Explorations or termination of this Agreement, each Recipient shall promptly deliver to the Discloser all information, products, components and equipment provided by the Discloser hereunder, as well as all records or other things containing or embodying the Discloser's Confidential Information within its possession or control which was delivered or made available to each Recipient during or in connection with the Explorations together with a corporate officer's written certification that all such confidential information has been returned or, at the request of the Discloser, provide a corporate officer's written certification that all such Confidential Information has been destroyed.

5. Additional Provisions

(a) Each Party acknowledges that the restrictions on the use, duplication and disclosure of the other Party's Confidential Information set forth herein are reasonable to protect the Discloser's business interests. Since unauthorized disclosure of Confidential Information would cause irreparable harm, if the Recipient breaches any of its obligations hereunder, the Discloser shall be entitled to equitable relief to protect its interest therein, including but not limited to injunctive relief, as well as money damages.

(b) The signatories hereto warrant and represent that they are duly authorized bind their respective company's and to execute this Agreement.

(c) Nothing in this Agreement shall compel either Party to reveal to the other any information that it does not wish to reveal. Each Party warrants that it has the right to disclose all such Confidential Information pursuant to this Agreement, and any such Confidential Information PROVIDED TO EITHER PARTY UNDER THIS AGREEMENT IS PROVIDED "AS IS." NO OTHER

WARRANTIES WITH RESPECT TO SUCH CONFIDENTIAL INFORMATION, EITHER EXPRESS OR IMPLIED, ARE MADE BY EITHER PARTY HEREUNDER. Each Party represents that entering into this Agreement will not conflict with any material agreement already entered into by such Party.

(d) If any provision hereof is held invalid under any applicable rule of law such invalidity shall not affect other provisions hereof which can be given effect without the invalid provisions, and to this end the provisions hereof are declared to be severable. Notwithstanding the above, any such invalid provisions shall be construed and enforced (to the extent possible) in accordance with the original intent of the Parties as herein expressed.

(e) This Agreement shall not be modified except in writing signed by both Parties hereto. Neither Party may transfer or otherwise assign its rights, duties or obligations under this Agreement to any other person or entity, in whole or in part, without the prior written consent of the other Party. Any such prohibited assignment shall be void.

(f) No waiver of any provisions of the Agreement shall be effective unless agreed to in writing by the Party against whom such waiver is sought to be enforced. Waiver of any default or breach hereunder shall not constitute a waiver of any other default or breach whether similar or otherwise.

(g) The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of the state of New York.

(h) This Agreement becomes effective on the date first written above and shall continue for six (6) months unless earlier terminated in writing by either Party upon thirty (30) days prior written notice; provided, however, the provisions of this Agreement shall survive termination of the Explorations for a period of seven (7) years.

This Agreement may be executed in separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

This Agreement is not valid against ISO unless and until executed by the appropriate ISO officer or authorized representative at the appropriate ISO home office.

IN WITNESS WHEREOF the Parties have by their duly authorized representatives executed this Agreement as of the date first written above.

Intellicorp Records, Inc.	_____
By: _____	By: _____
Print: William F. Hauswirth	Print: _____
Title: Chief Operating Officer	Title: _____