Returned signed NDA to: dtesini@landvest.com

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("**Agreement**") is entered into on the last date signed below between Ecosystem Investment Partners, LLC (collectively, "**Disclosing Party**"), and _____ ("**Receiving Party**"). Disclosing Party and Receiving Party are hereinafter collectively designated "**Parties**" and individually designated "**Party.**"

RECITALS

WHEREAS, Disclosing Party possesses non-public, confidential, and/or proprietary information ("**Confidential Information**," defined below);

WHEREAS, to discuss entry into a business relationship with each other or their Affiliates ("**Business Purpose**"), Disclosing Party, through successive rounds of communication, may furnish Confidential Information to Receiving Party; and

WHEREAS, Receiving Party will consider and examine Disclosing Party's Confidential Information solely for the Business Purpose.

THEREFORE BE IT RESOLVED THAT, in consideration of Receiving Party being furnished with such Confidential Information, the Parties agree as follows:

AGREEMENT

1. Non-Disclosure of Confidential Information

(a) "**Confidential Information**" means any and all information, material, or documents which may be disclosed by Disclosing Party to Receiving Party in consideration of the Business Purpose, including but not limited to correspondence, strategic information, financial statements or projections, business plans and agreements, technical data, business records, policies and procedures, information relating to processes, reports, and drafts thereof.

(b) The Parties acknowledge the business value and confidential nature of any Confidential Information and the damages that would result to the Parties if this information were disclosed or misused, whether advertently or inadvertently. The Parties by this Agreement intend to protect Confidential Information against disclosure to any third party and further intend that such Confidential Information shall be inadmissible in any subsequent judicial proceedings to the full extent provided by law.

(c) The Parties acknowledge and agree that Receiving Party, its employees, agents and subcontractors will be granted access to, as well otherwise obtain or produce, certain Confidential Information during communication for the Business Purpose. Receiving Party shall hold in strictest confidence, and shall not disclose or permit the disclosure to any third party, or make any unauthorized use of, any Confidential Information without the prior consent of Disclosing Party, which consent may be withheld for any reason whatsoever. Receiving Party shall require its employees, agents, subcontractors, and any other person it retains to comply with the confidentiality obligations under this Section.

(d) Receiving Party shall not disclose to any third party the fact that it has received any Confidential Information or that discussions or negotiations have, are, or will take place

concerning the Business Purpose, including the existence of this Agreement. Nor shall Receiving Party disclose to any third party any of the terms, conditions, or other facts with respect to any Potential Agreement, including the status thereof. For purposes of this Section, "Disclosure to any third party" includes, but is not limited to, publication or dissemination of any advertisement, promotion, report, article, research piece, or publicity.

(e) Receiving Party must notify Disclosing Party promptly of any loss, misuse, or misappropriation of any Confidential Information, and of any other breach of confidentiality obligations under this Section.

(f) This Section does not apply to information that is publicly known, is obtained by a third party without breach of confidentiality, is independently obtained, or is required to be disclosed by a court of competent jurisdiction under process of law, subject to Section 2(c) below.

(g) The confidentiality obligations under this Section shall survive the termination of this Agreement.

2. Restrictions on Use of Confidential Information

(a) Receiving Party may only use Confidential Information for the Business Purpose. The Parties further agree that no license, either express or implied, is hereby created or granted to Receiving Party to use any Confidential Information for purposes other than the Business Purpose.

(b) Receiving Party must cease use of any Confidential Information immediately if Disclosing Party notifies Receiving Party that it no longer seeks to pursue the Business Purpose. Title to any Confidential Information remains with Disclosing Party, and if the Business Purpose is not pursued to fruition, all Confidential Information, including copies, summaries, notes, and drafts thereof, must be returned to Disclosing Party or destroyed according to Disclosing Party's instructions.

(c) If Receiving Party, its employees, agents, or subcontractors, is demanded, pursuant to subpoena or other legal process, to disclose any Confidential Information, Receiving Party must notify Disclosing Party immediately and must use its best efforts to obtain a protective order or other appropriate remedy to prevent disclosure of said Confidential Information.

3. No Warranty

Disclosing Party retains the right to determine what information, properties, and personnel it wishes to make available to Receiving Party. Neither Disclosing Party nor its representatives makes any representation or warranty, express or implied, concerning the completeness or accuracy of the Confidential Information.

4. Remedies

(a) The Parties agree that any disclosure or threatened disclosure in violation of this Agreement may cause irreparable harm to Disclosing Party, the amount of which would be near impossible to ascertain, and for which there is no adequate remedy at law. Therefore, in addition to any other rights and remedies it may have, Disclosing Party may obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and may seek specific performance of any provision of this Agreement.

(b) Each and all of the several rights and remedies provided for in this Agreement shall be cumulative. No one right or remedy shall be exclusive of the others or of any right or remedy allowed in law or in equity. No waiver or indulgence by a Party of any failure by the other Party

to keep or perform any promise or condition of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any other promise or condition. No waiver by a Party of any right shall be construed as a waiver of any other right.

5. Termination of Agreement

Either Party shall have the right, at any time, to terminate this Agreement upon five (5) working days written notice to the other Party. Termination under this Section does not in any way affect Receiving Party's duties to protect Confidential Information as specified in Section 1 above.

6. Attorneys Fees

In the event that a lawsuit is brought by either Party to enforce this Agreement, the prevailing Party shall be entitled to recover all costs, expenses, and reasonable legal fees that the court may deem proper.

7. Notice

Any notice or delivery of information herein contemplated to be given to Disclosing Party shall be sufficient if given in writing by mail, or if delivered personally, addressed to:

Nick Dilks
Managing Partner
5550 Newbury St. Suite B
Baltimore MD

Or such other address as Disclosing Party may designate in writing.

Any notice or delivery of information herein contemplated to be given to Receiving Party shall be sufficient if given in writing by mail, or if delivered personally, addressed to:

_____
_____
_____
_____

Service of notice by mail shall be deemed effective and complete 48 hours after the time of posting and mailing thereof, with postage prepaid, and addressed as aforesaid. Personal service of notice shall be deemed effective and complete at the time of delivery.

8. Choice of Law

This Agreement shall be enforceable in accordance with the laws of the State of Maryland.

9. Complete Agreement and Future Amendments

(a) This Agreement contains the entire agreement between Disclosing Party and Receiving Party, and no oral or written agreement, promise, proposal, statement, letter of intent, or representation not contained herein shall be binding on either Party.

(b) No amendment or modification of this Agreement shall become effective until set forth in writing and duly executed by Disclosing Party and Receiving Party.

10. Counterparts

This Agreement may be signed in counterparts, and shall be deemed effective when both Parties have signed the Agreement, or any counterpart thereof.

11. Captions

The captions in this Agreement shall have no effect upon the construction of this agreement.

12. Severability

If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as best to effect the intent of the Parties hereto. The Parties further agree to replace any such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the Business Purpose of the void or unenforceable provision.

IN WITNESS WHEREOF, the Parties hereby execute this Non-Disclosure Agreement:

Ecosystem Investment Partners, LLC

By: _____

Title: _____

Date: _____

_____

By: _____

Title: _____

Date: _____