

MUTUAL NON-DISCLOSURE

Effective Date: January 12, 2012

In order to protect certain Confidential Information, **Mix Networks, Inc., a Florida Corporation AND ITS SUBSIDIARIES and AFFILIATES** (the "Company") and () a () corporation, **AND ITS SUBSIDIARIES and AFFILIATES** (" ") agree to enter into this Confidential Non-Disclosure Agreement ("Agreement"), under the terms and conditions provided for herein below:

1. Disclosing Party: The party (and/or any of its affiliates) disclosing confidential information shall be referred to herein as the "Discloser".

2. Description of Confidential Information: For purposes of this Agreement, Confidential Information means any information disclosed and/or to which any of the parties may have access during the Disclosure Period, which is or should be reasonably understood to be confidential or proprietary to the Discloser, including, but not limited to, information concerning each party's business, products, services, content, finances, subscribers, source code, product designs and plans, customer lists and other marketing and technical information and other unpublished information, as well as any Trade Secrets (as defined by applicable law).

3. Use of Confidential Information: The party receiving Confidential Information ("Recipient") shall make use of the Confidential Information only in accordance with the provisions of this Agreement and for the purpose of evaluating potential business opportunities between the parties or otherwise fulfilling each party's obligations to the other with respect to any other agreements between the parties that specifically reference and incorporate this Agreement into the parties other agreements.

4. Confidentiality Period: This Agreement and Recipient's duty to hold Confidential Information in confidence expires five (5) years from the Effective Date identified above, except in the case of Trade Secrets, whereby the confidentiality obligations contained herein shall apply as long as applicable law allows.

5. Disclosure Period: This Agreement pertains to the Confidential Information disclosed and/or to which the parties may have access from the Effective Date until the earlier of: (i) termination of the dealings between the parties; or (ii) termination of a definitive agreement entered into between the parties hereto that specifically references and incorporates this Agreement; or (iii) the execution of a definitive agreement between the parties hereto which sets forth the treatment of confidential information thereafter.

6. Standard of Care: Recipient shall protect the Confidential Information from disclosure and/or access by any person other than its employees and agents who have a need to know by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized access, dissemination, publication or use of the Confidential Information as Recipient uses to protect its own confidential information of a like nature. Recipient undertakes to promptly notify Discloser, in writing, of any unauthorized access, disclosure or use of the Confidential Information or any other breach of this Agreement (collectively a "Breach") as soon as Recipient becomes aware of such Breach and will cooperate with Discloser to regain possession of the Confidential Information and prevent its further unauthorized access, disclosure or use.

7. Non Circumvention: The parties to this Agreement acknowledge that no effort shall be made to circumvent its term in an attempt to gain commission, fees, remuneration, or consideration to the benefit of any of the parties of this Agreement, while excluding equal or agreed to benefits to any of the other parties. Business information consisting of prospects, leads, names, plans, or direct contact provided by either party shall be held in confidence, with the benefit of any revenue earned allocated accordingly. Both parties agree not to circumvent the other while utilizing information provided by the originating party. This shall be binding upon the parties as well as the customers of the parties utilizing the services contemplated herein. The parties each agree not to circumvent, attempt to circumvent, or permit any other party or persons on their respective behalf to circumvent each other in any way, manner or form regarding any transactions during the term of this Agreement. Accordingly, the parties each agree to conduct through the other party all of its transactions with any designated party of the other during the term of this Agreement and not to contact, call on, solicit, or take away either directly or indirectly any designated or referred party of the other during the effective period of this Agreement or for a period of three (3) years from the termination date of this agreement.

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8. Warranty: Each Discloser warrants that it has the right to make the disclosures under this Agreement. **NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS."** The Recipient acknowledges that neither the Discloser nor any of its respective directors, officers, employees, agents or outside advisors makes any representation or warranty as to the accuracy or completeness of the Confidential Information and the Recipient agrees that such persons shall have no liability to it or any of its Representatives resulting from any use of the Confidential Information.

9. Rights: Each party expressly undertakes to permanently respect the copyrights, patents, trademarks, trade secrets and other intellectual property rights of the other party and/or its suppliers. Each Recipient acknowledges that the Confidential Information is and shall remain the sole and exclusive property of the Discloser. Neither party acquires any intellectual property rights under this Agreement except the limited rights necessary to carry out the purposes set forth in paragraph 3. This Agreement shall not restrict reassignment of Recipient's employees, or in any manner affect or limit either party's present and future business activities of any nature, including business activities that could be competitive with Discloser. Nothing in this Agreement will be construed as a representation or agreement that the Recipient will not develop or have developed for it products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.

10. Stock Trading: If the Confidential Information contains material non-public information about the Discloser, then the Recipient agrees not to trade in the securities of Discloser or in the securities of any appropriate and relevant third party until such time as no violation of the applicable securities laws would result from such securities trading.

11. Return of Confidential Information: At any such time as Discloser may so request, the Recipient will, at Discloser's option, either return or destroy all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information).

12. Injunctive Relief: The Recipient acknowledges that disclosure or use of Confidential Information in violation of the Agreement could cause irreparable harm to the Discloser for which monetary damages may be difficult to ascertain or an inadequate remedy. The Recipient therefore agrees that the Discloser will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief to prevent the unauthorized use or disclosure, whether existing, imminent or threatened, of its Confidential Information, in addition to any other remedies which may be available to it. All remedies shall be cumulative and all such remedies may be exercised from time to time and as often and in such order as the injured party deems expedient.

13. Nonwaiver: Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

14. Miscellaneous:

(a) This Agreement imposes no obligation on either party to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products. This Agreement does not create any agency or partnership relationship.

(b) Both parties shall adhere to all applicable laws, regulations, and rules relating to the export of technical data, and shall not export or re-export any technical data, any products received from Discloser, or the direct product of such technical data to any proscribed country listed in such applicable laws, regulations, and rules unless properly authorized.

(c) This Agreement constitutes and represents the entire agreement between the parties as to its subject matter and supersedes the parties' prior written or oral agreements. All additions or modifications to this Agreement must be made in writing and must be signed by an officer of each party.

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(d) This Agreement is made under, and shall be construed according to, the laws of the State of Florida, U.S.A. Any enforcement of this agreement shall be under the venue of Polk County, Florida.

(e) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

(f) Each party agrees that for a period of two years, it will not, directly or indirectly, solicit for employment or hire any employee of the other party or any of its subsidiaries with whom it has had contact or who became known to it in connection with its evaluation of a possible transaction involving the other party; provided that the foregoing provision will not prevent a party from employing any such person who contacts such party on his or her own initiative without any direct or indirect solicitation by, or encouragement (not including a general solicitation of employment not specifically directed towards employees of the other party) from, such party.

MIXNET (MIX NETWORKS, INC.):

():

Signature

Signature

Name

Name

Louie M. Holmes II

Title

Title

President

Date: January 12, 2012

Date