NONDISCLOSURE AGREEMENT

This nondisclosure agreement ("Agreement") is entered into effective ____/____/ 2011, by and between USINPAC ("Disclosing Party") and _____ and its affiliates ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information (as defined below) of the Disclosing Party which may be disclosed to the Receiving Party.

For purposes of this Agreement, Confidential information shall mean all financial statements and projections, intellectual property, all business strategies and plans, all customer and partnership lists and relationships and all confidential agreements and negotiations whether disclosed orally or in writing whether or not such information is designated as or declared confidential. Confidential Information does not include any information that, through no fault of the Receiving Party is or becomes, (1) general public knowledge; (2) fully described in an issued or published U.S. or non-U.S. patent; (3) fully described in a printed publication distributed to more than 100 persons; (4) disclosed to the Receiving Party by a third party, not having an obligations of confidence to the Disclosing Party; (5) in possession of the Receiving Party prior to disclosure as shown by documentary evidence. The burden of proof with respect to the existence of one of the exceptions in clauses 1 through 5 above shall be on the Receiving Party. Notwithstanding anything herein to the contrary, the Receiving Party shall not be bound hereunder with respect to Confidential Information that the Receiving Party is required to disclose under operation of law, governmental regulation or court order, provided that the Receiving Party first gives the Disclosing Party written notice 5 days before such disclosure and uses its reasonable efforts to prevent such disclosure.

In consideration of the Disclosing Party's disclosure of Confidential Information to the Receiving Party, the Receiving Party hereby agrees as follows:

1. The Receiving Party shall hold and maintain the Confidential Information in strictest confidence and in trust for the sole and exclusive benefit of the Disclosing Party.

2. The Receiving Party shall not, without the prior written approval of the Disclosing Party, use for its own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information.

3. The Receiving Party shall carefully restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access in order to participate on behalf of the Receiving Party in the analysis and negotiation of a business relationship or any contract or agreement or the advisability thereof with the Disclosing Party. The Receiving Party further warrants and represents that it will advise each of

those persons that they are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information.

4. The Receiving Party shall take all necessary action to protect the confidentiality of the Receiving Party, except for its disclosure under proceeding paragraph 3, and agrees to indemnify the Disclosing Party against any and all losses, damages, claims or expenses incurred or suffered by the Disclosing Party as a result of the Receiving Party's breach of this Agreement.

5. This Agreement shall continue in full force and effect for three years after the last date of receipt of Confidential Information, except that the Receiving Party's described obligations shall not extend to any of the Confidential Information that the Receiving party can demonstrate was in the public domain on the date of this Agreement.

6. The Receiving party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the disclosing party irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party is to be in addition to the remedies otherwise available to the Disclosing Party at law or in equity.

7. The Receiving Party shall return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials alongwith any copies thereof pertaining to the Confidential Information immediately on the written request of the Disclosing Party.

8. The Receiving party will not, without the prior written consent of the Disclosing Party, solicit, directly or indirectly, any business from any client of the Disclosing Party to whom the Receiving Party has been introduced or been made aware during any discussions between the parties regarding a potential transaction for the duration of such discussions and for an additional period of one (1) year thereafter. Similarly, the Receiving Party shall not, directly or indirectly, solicit the employment of any employees of the Disclosing Party to whom it is introduced or of whom the Receiving Party becomes aware during the course of any such discussions for the duration of such discussions and for an additional period of one (1) year thereafter.

This Agreement and each of the parties described rights and obligations shall be binding on each party's representatives, assigns, and successors and shall inure to the benefit of its assigns and successors.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA OF THE UNITED STATES OF AMERICA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. Each of

the parties hereto irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Agreement may be brought in the Federal or state courts of the Commonwealth of Virginia, United States of America. By execution and delivery of this Agreement, each party hereby irrevocably submits to the jurisdiction of any such court in any such action, suit or proceeding and each consents to the receipt service of summons or other legal process in any such action, suit or proceeding in the Commonwealth of Virginia by delivery by an internationally recognized courier service at its corporate headquarters attention legal department. Final judgment against such party in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction including the country in which such party is domiciled by suit on the judgment. In addition, each party irrevocably waives, to the fullest extent permitted by applicable law, any objection which may no or hereafter have to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement, brought in the courts of Virginia, and any claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

This Agreement and the Receiving Party's described obligations shall be binding on the representatives, assigns, and successors of the Receiving party and shall inure to the benefit of the assigns and successors of the Disclosing Party.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, this prevailing party in such action shall be entitled to reasonable attorney fees.

This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to this agreement.

Disclosing Party: **USINPAC**

By: _____
Sanjay Puri, Chairman
Date: _____

Receiving Party:

By: _____

Name: _____

Title: _____

Date: _____