



MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement ("Agreement") is entered into and made effective as of the latter date signed below, by and between the undersigned and Macro Integration Services ("Macro").

THE PARTIES AGREE AS FOLLOWS:

1. The confidential, proprietary and trade secret information of the disclosing party (hereinafter "Confidential Information") provided hereunder is any and all information, in whatever form (including electronic data) that will be disclosed to facilitate the transaction of business between Macro and the undersigned, including, but not limited to, each party's disclosure of intellectual property, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products, documents and services, research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, licensing, sales or service customer lists, business forecasts, sales and merchandizing, and marketing plans and information.

The term Confidential Information shall not include information, which is:

- (a) in the public domain other than by a breach of this Agreement by the receiving party; or
 - (b) rightfully received from a third party with no duty of confidentiality; or
 - (c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; or
 - (d) independently developed by employees, agents or consultants of the receiving party; or
 - (e) generally made available to third parties by the disclosing party without restriction on disclosure.
2. The receiving party agrees that Confidential Information shall be used only for the purposes of facilitating the business relationship between the parties. Additionally, the receiving party shall not disclose Confidential Information to any third party without the prior written approval of the disclosing party. The receiving party shall maintain the Confidential Information with at least the same degree of care that the receiving party uses to protect its own similar categories of confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. The receiving party shall not make any copies of Confidential Information except as necessary to perform hereunder. Each party shall be responsible for any breach of this Agreement by such party, its employees, agents or consultants.
 3. The obligations of the receiving party herein shall survive for five (5) years after the termination date of this Agreement.
 4. Each party agrees that the harm resulting from improper disclosure of Confidential Information may be irreparable; therefore, the injured disclosing party shall be entitled to seek equitable relief.
 5. Title to and all other rights of ownership to Confidential Information shall remain with the disclosing party.
 6. Neither party has any obligation to disclose Confidential Information to the other. Either party may, at any time, cease giving Confidential Information to the other party without any liability or request in writing the return of Confidential Information previously disclosed.
 7. Either party may terminate this Agreement at any time without cause upon written notice to the other party. In the event this Agreement is terminated, and the disclosing party so requests, the receiving party shall promptly return or destroy (and certify destruction of) all Confidential Information which it received from the disclosing party along with all copies.



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8. This Agreement shall not be construed as creating a joint venture, partnership or other form of business association between the parties, nor an obligation to buy or sell products using or incorporating the Confidential Information, nor to create an implied or express license from either party to the other.

The failure of either party to enforce any right resulting from breach of any provision of this Agreement by the other party shall not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.

The laws of the State of North Carolina shall govern this Agreement, excluding North Carolina's conflicts of law provisions.

This Agreement constitutes the entire agreement, written or verbal, between the parties with respect to the terms set forth herein. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective parties.

Macro and the undersigned have executed and delivered this Agreement by their respective duly authorized representatives.

Macro Integration Services
311 South Regional Road
Greensboro, NC 27409

Company Name & Address

Company Name & Address

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date