

MUTUAL NON-DISCLOSURE AGREEMENT

The Mutual Non-Disclosure Agreement ("Agreement") is entered into in connection with presentations and discussions between-----, a corporation, and the undersigned party ("TechFront Solutions"), pursuant to which each party may disclose its Trade Secrets or Confidential Information. For and in consideration of the disclosures to be made hereunder and the mutual promises and covenants expressed herein, the parties agree as follows:

1. For purposes of this Agreement, "Owner" means the party disclosing Proprietary Information (defined below), whether such party is _____ or the Company, and "Recipient" means the party receiving any Proprietary Information hereunder, whether such party is _____ or the Company.

2. All Proprietary Information of Owner or known by the Recipient in connection with its dealings with Owner shall remain the property of the Owner and shall be used by the Recipient solely for the purposes of evaluating a possible negotiated transaction between Owner and Recipient and, in the event an agreement between the parties with respect to such transaction (a "Definitive Agreement") is reached, performing such party's duties and obligations under such Definitive Agreement. Recipient acknowledges and agrees that the disclosure of the Proprietary Information of Owner to Recipient does not confer upon Recipient any license, interest or rights of any kind in or to the Proprietary Information.

3. Except as otherwise expressly set forth in this Agreement, Recipient will hold in confidence and not disclose, reproduce, distribute, transmit, reverse engineer, decompile, disassemble, or transfer, directly or indirectly, in any form, by any means, or for any purpose, the Proprietary Information or any portion thereof. Recipient may only disclose the Proprietary Information to its attorneys, accountants and employees to the extent such persons have a need to know such information for the purposes of evaluating the potential transaction and/or performing under the Definitive Agreement between the Recipient and the Owner, and provided each such employee shall be obligated in writing to comply with the terms and conditions of this Agreement and each such attorney or accountant shall either be legally bound to comply with the terms and conditions of this Agreement or so obligated in writing.

4. Recipient's obligations under this Agreement with regard to (a) the Trade Secrets (defined below) remain in effect for as long as such information shall remain a trade secret under applicable law, and (b) Confidential Information (defined below) shall remain in effect for five (5) years after the execution of this Agreement. The foregoing obligations shall not apply if and to the extent that the Recipient establishes that: (i) the information communicated was already known to Recipient, without obligation to keep it confidential, at the time of its receipt directly or indirectly from Owner; (ii) the information communicated was received by Recipient in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; (iii) the information is independently developed by the Recipient without use of any Proprietary Information received from Owner; or (iv) the information communicated was publicly known at the time of its receipt by Recipient or has become publicly known other than by a breach of this Agreement or other action by Recipient.

5. In the event the Recipient is required or requested by law, judicial order, any third party or governmental agency to disclose any Proprietary Information of the Owner (by verbal or written questions, interrogatories, requests for information or documents, subpoenas, or civil investigative demand or similar process), the Recipient shall promptly notify the Owner in writing of such request or demand and such Owner may seek an appropriate protective order or other relief to prevent such disclosure. The Recipient shall cooperate fully in all efforts to prevent disclosure of such Proprietary Information of the Owner.

6. Upon request by Owner prior to the execution of the Definitive Agreement or thereafter in accordance with the terms of the Definitive Agreement, Recipient shall return to

Owner or destroy any Proprietary Information of the Owner in its possession or control and in all types of media and computer memory, and shall destroy any notes, memorandum, projections, reports or other documents prepared by the Recipient that contain or otherwise reflect Proprietary Information of the Owner.

7. NEITHER OWNER NOR ANY OF OWNER'S REPRESENTATIVES MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE PROPRIETARY INFORMATION OR MAKE ANY OTHER WARRANTY WITH RESPECT TO THE PROPRIETARY INFORMATION IT DISCLOSES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. Recipient agrees that neither Owner nor any of Owner's representatives shall have any liability to Recipient relating to or resulting from the use of the Proprietary Information or any errors or omissions therein.

8. Each party acknowledges and agrees that the other party may design, develop, manufacture, acquire or market products and services competitive with such party's products and services and conduct its business in whatever way it chooses provided there is no conflict with this Agreement.

9. No contract or agreement providing for any transaction shall be deemed to exist between Recipient and Owner unless and until a final Definitive Agreement has been executed and delivered. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose unless and until a Definitive Agreement is reached.

10. Recipient acknowledges and agrees that any breach of the covenants contained in this Agreement will cause Owner immediate and irreparable harm and that remedies at law for

any such breach are inadequate. Accordingly, Owner shall be entitled to seek to obtain injunctive relief for any breach of this Agreement by Recipient. Nothing contained herein shall be construed as limiting Owner's right to any other remedies at law, including the recovery of damages for breach of this Agreement.

11. As used herein, "Trade Secrets" means information which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and includes any Source Code for the Software and Software design documentation delivered hereunder, if any, in all forms; "Confidential Information" means information, other than Trade Secrets that is of value to its owner and is treated as confidential; and "Proprietary Information" means Trade Secrets and Confidential Information. Proprietary Information includes, without limitation, technical and non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, products plans, or lists of actual or potential customs or suppliers, as well as the terms and conditions of this Agreement and the Definitive Agreement. The parties shall engage in an exclusive relationship with regards to the project identified and subcontractors shall not have any commercial negotiation or engagement with the customer without the permission of Info Lab Pte Ltd.

12. This Agreement shall be governed by and construed and interpreted in accordance with the laws of Singapore. without giving effect to its laws governing conflict of laws. The Company consents to submit to the exclusive jurisdiction of the state and federal courts in the country of Singapore. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and legal representatives. A waiver by either of the parties hereto of any breach by the other party of any of the terms, provisions or conditions of this Agreement or the acquiescence of either party hereto in any act (whether commission or omission) which but for such acquiescence would be a breach as aforesaid, shall not constitute a general waiver of such term, provision or condition of any

subsequent act contrary thereto. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all other written or oral agreements heretofore made by or on behalf of Owner or Recipient with respect to the subject matter hereof and may be changed only by agreements in writing signed by the authorized representatives of the parties. This Agreement may be executed in one or more

counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

Dated this ____ day of _____, 2014 (“Effective Date”)

By: _____

By: _____

Name (print): _____

Name (print): _____

Title: _____

Title: _____