

# NON-DISCLOSURE AGREEMENT

I, John A. Klein, as Principal and President of Rent-A-Hacker, (hereinafter "Contractor") hereby acknowledge that confidential information, data, records, products, studies, equipment, processes, network topology, telephone numbers, Internet Protocol ("IP") addresses, port assignments, software licenses, electronic communications, trade practices and passwords of \_\_\_\_\_ (hereinafter "Customer") and his business (hereinafter "Information") may be disclosed to me in the course of my performing services for Customer and further acknowledge that such information, together with any prior information or disclosures are given in strict secrecy and confidence and are to be used for the sole purpose of assessing the security and vulnerability of Customer's software and/or systems.

This Agreement sets forth Contractor's understanding and acknowledgment that the Information is a valuable asset of the Customer's business, access to and knowledge of which are essential to the pursuit of Customer's business purposes, and uncontrolled disclosure of which would be harmful to Customer's current and future success. Contractor agrees that it shall not, under any circumstances, in whole or in part, use or disclose the Information to any person, corporation or other entity. Contractor acknowledges that Customer may be harmed by Contractor's breach of this Agreement, and that Contractor will be liable for all damages arising as a result of such breach.

Contractor is not affiliated with or representing any governmental, quasi-governmental, administrative or investigative agency, public or private, and information provided or obtained Customer shall not be used to the detriment of Customer. Contractor specially attests that it is not, nor ever has been in the past, an agent of the Internal Revenue Service, and does not have, nor ever has had any affiliation with the Internal Revenue Service.

Rent-A-Hacker hereby warrants that it has made it's best faith effort to verify the legal identity of its Sub-Contractors, however, Rent-A-Hacker makes no warranties, express or implied, concerning the validity, accuracy, quality or completeness of any of the representations made by any Sub-Contractors to Rent-A-Hacker, and Customer agrees to indemnify and save Rent-A-Hacker harmless from and against any and all claims resulting directly or indirectly from Rent-A-Hacker's reliance upon any and all representations made by any Sub-Contractors.

In consideration for the disclosure of the Information, the adequacy of which Contractor hereby acknowledges, Contractor agrees that this Agreement shall remain in full force for a period of four (4) years from the date hereof and this Agreement will be interpreted and enforced under the laws and regulations of the Commonwealth of Virginia as well as those of the United States of America, and Contractor hereby submits to the greater jurisdiction thereof, without recourse, for this purpose.

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court or tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid.

Throughout this Agreement the singular shall include the plural, and the plural shall include the singular, and masculine shall include the feminine wherever the context so requires.

Contractor and Customer hereby acknowledges that they have every right to consult a licensed attorney, and/or professional consultant and have done so to the extent of their desires.

This Agreement contains the entire understanding of the parties with regard to the subject matter hereof and no warranties, representations, promises or agreements have been made between the parties other than as expressly herein set forth, and neither Contractor nor Customer shall be nor are they bound by any warranties, representations or promises not set forth herein. This Agreement supersedes any previous agreement or understanding and cannot be modified except in writing by all of the parties hereto.

**ABOVE CONDITIONS ARE APPROVED AND ACCEPTED: THE UNDERSIGNED EXPRESSLY ACKNOWLEDGE FULLY READING, UNDERSTANDING, AND RECEIVING A TRUE COPY OF THIS DOCUMENT. IN WITNESS WHEREOF, CONTRACTOR HAS EXECUTED THIS AGREEMENT AS OF THE DATE SET FORTH BELOW.**

**FOR RENT-A-HACKER**

**John A. Klein, President**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT:** \_\_\_\_\_

\_\_\_\_\_  
*[Printed Name and Corporate Title]*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_