



CYBER

"Your Future Our Vision"

Am

Mutual Nondisclosure Agreement

This agreement is made effective on 4/29/2011 (date) by and between Cybernetic Inc. (first party) and Arthur Murray (second party) (collectively, the "Parties"), to ensure the protection and preservation of the confidential and/or proprietary nature of information disclosed or made available or to be disclosed or made available to each other. For the purposes of this agreement, each Party shall be deemed to include any subsidiaries, internal divisions, agents, and employees. Any signing party shall refer to and bind the individual and the entity that he or she represents.

Whereas the Parties desire to ensure the confidential status of the information that may be disclosed to each other.

Now, therefore, in reliance upon and in consideration of the following undertakings, the Parties agree as follows:

1. Subject to limitations set forth in paragraph 2, all information disclosed to the other party shall be deemed to be "Proprietary Information." In particular, Proprietary Information shall be deemed to include any information, marketing technique, publicity technique, public relations technique, process, technique, algorithm, program, design, drawing, mask work, formula, test data research project, work in progress, future development, engineering, manufacturing, marketing, servicing, financing or personal matter relating to the disclosing party, its present or future products, sales, suppliers, clients, customers, employees, investors or business, whether in oral, written, graphic or electronic form.
2. The term "Proprietary Information" shall not be deemed to include information that (i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available information, (ii) is known by the receiving party at the time of receiving such information as evidenced by its records, (iii) is hereafter furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure, (iv) is independently developed by the receiving party without reference to the information disclosed hereunder, or (v) is the subject of a written permission to disclose provided by the disclosing party.

Notwithstanding any other provision of this Agreement, disclosure of Proprietary Information shall not be precluded if such disclosure:

- a. is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof,
- b. is otherwise required by law, or,
- c. is otherwise necessary to establish rights or enforce obligations under this agreement, but only to the extent that any such disclosure is necessary.

In the event that the receiving party is requested in any proceedings before a court or any other governmental body to disclose Proprietary Information, it shall give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order. If, in the absence of a protective order, the receiving party is nonetheless compelled to disclose Proprietary Information, the receiving party may disclose such information without liability hereunder, provided, however, that such party gives the disclosing party advance written notice of the information to be

CYBER

"Your Future Our Vision"

AM

disclosing party will suffer an irreparable injury such that no remedy at law will afford it adequate protection against or appropriate compensation for such injury. Accordingly, each party hereby agrees that the other party shall be entitled to specific performance of a receiving party's obligations under this Agreement as well as further injunctive relief as may be granted by a court of competent jurisdiction.

11. The term of this agreement is for two (2) years, commencing on the "Effective Date."

AGREED TO: Cybernetic Inc

Signature _____

Printed Name: Jason Jeross

Date: 4/29/2011

AGREED TO: Arthur Murray

Signature Arthur D. Murray

Printed Name ARTHUR D. MURRAY

Date: 4-29-11