

Agreement made, effective as of _____, 2016, by and between Meta-Systems Documentation, Inc., hereinafter referred to as "MSD", a corporation duly organized and existing under the laws of the State of Maryland, and _____ hereinafter referred to as the "Contractor".

Whereby, MSD is interested in obtaining pricing data and information for services or products offered and provided by Contractor based upon information and data provided to Contractor by MSD.

Whereby Contractor is interested in providing services or products to MSD and in order to make a proposal to MSD for the provision of such services Contractor requires, and has requested, information from MSD which Contractor understands is confidential.

Whereby in consideration of MSD providing said information to Contractor, Contractor agrees as follows:

1. Confidentiality. Contractor shall not, at any time, communicate or divulge to or use for the benefit of any person or firm, including but not limited to Contractor, any of the trade secrets, confidential business information or any other data of MSD, any company or entity controlled by or under common control of MSD, or any client of MSD, communicated to or acquired by the Contractor from MSD except as expressly pre-approved by MSD in writing. Contractor agrees that all files, working papers, tapes, documents, memoranda or other materials used or prepared by Contractor, or to which the Contractor has access in the course of this Agreement, whether with regard to a contract, Work in Progress, contact with a company or otherwise, will remain the sole property of MSD. Contractor shall not, without the written consent of MSD, remove or retain any originals or copies of such files, working papers tapes, documents, Memoranda or other materials; and Contractor shall turn over to MSD all such materials which are in Contractor's possession, custody or control.

This agreement shall remain in force until such time as an agreement is executed by both MSD and Contractor, for Contractor to provide to MSD a completed product and/or service. An agreement between MSD and Contractor to provide a proposal to provide MSD with a product and/or service shall not be deemed as an executed contract to supply a product and/or service for the purposes of this paragraph.

Contractor shall be responsible to MSD for all damages to MSD, whether direct, incidental or consequential, caused by the breach by Contractor of this Agreement.

Address for Contractor:

Contractor/Company Name

By: _____

Title: _____

Date: _____