NON- DISCLOSURE AGREEMENT

The undersigned is considering a strategic relationship with dScout, Inc. (the "Company"), which may take the form of an investment or other financial relationship, a strategic partnership, a consultancy, customer relationship or other business arrangement. In exploring the possibility of a relationship, the Company will disclose to Recipient certain proprietary information of the Company. Recipient agrees that all inventions, products, designs, research, methods, know-how, techniques, systems, processes, software programs, works of authorship, customer lists, projects, plans and proposals, information, data, documents, records and other materials, written, oral or electronic, relating to the Company and its business which has been furnished and which is furnished to Recipient at any time by the Company or its directors, officers, employees, shareholders, affiliates, accountants, counsel or other agents, advisors or representatives ("Confidential Information") is non-public, valuable and confidential information and is the sole and exclusive property of the Company. Confidential Information does not include information which Recipient can demonstrate (i) is or becomes public knowledge through no act or omission of Recipient, (ii) was legally available to Recipient on a non-confidential basis prior to being made available to Recipient by the Company, (iii) becomes legally available to Recipient on a non-confidential basis from a source other than the Company, provided that such source is not bound by a confidentiality agreement or other legal duty, or (iv) is required by law to be disclosed, provided that the Company is given reasonable notice and an opportunity to obtain a protective order.

Recipient agrees to hold and treat the Confidential Information in strictest confidence and shall not use any of the Confidential Information for Recipient's or any other partie's benefit, nor shall Recipient, without the prior written consent of the Company, disclose the Confidential Information or any part thereof to any person or entity other than employees of Recipient who need to know the Confidential Information and who agree in writing to be bound by the terms hereof. Recipient agrees to maintain the original executed agreements with respect to all individuals to whom any part of the Confidential Information is disclosed and to deliver and/or make such agreements freely available to the Company upon request.

Recipient agrees to promptly redeliver to the Company upon request and without relieving Recipient of any obligation of confidentiality all Confidential Information supplied by the Company hereunder and all copies and extracts thereof, in whole or in part and in all media, and concurrently to certify in writing to the Company that Recipient has complied with such obligation. Because money damages would not be sufficient remedy for any breach hereof, the Company shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any such breach in addition to any and all other remedies available at law or in equity; all requirements for any bond or other security are waived. Recipient shall be responsible for all of the Company's costs and expenses, including without limitation attorneys' fees, incurred by the Company with respect to the enforcement hereof. All disputes arising under this Agreement shall be brought and litigated exclusively in the state courts located in Cook County, Illinois, or in the federal courts located in Chicago, Illinois. The parties irrevocably consent to the exclusive jurisdiction and venue of those courts and agree never to argue that such jurisdiction or venue is improper, inappropriate, or inconvenient. This Agreement shall be governed by the laws of the State of Illinois, and shall be binding upon and inure to the benefit of the successors and assigns of the Company and Recipient. The obligations of the Recipient hereunder shall continue in perpetuity.

Signature: ______________________ Date: ______________

Print Name: ____________________