

**MUTUAL NON-DISCLOSURE AGREEMENT TO PROTECT
RELEASE OF CONFIDENTIAL INFORMATION TO REVIEW THE XML SCHEMAS**

1. In the course of our forthcoming discussions and negotiations involving **TRAVEL 2.0 | STRATEGY + BUSINESS** dba **AGENT I/O LLC** (including its affiliates and subsidiaries) and relating to our respective company's products and/or services and relating to the consideration of a business transaction or the purchase of one or more products and/or services, we may reveal to each other certain confidential or proprietary information with respect to corporate existence, ownership and governance, products and/or services, financial information, system or program specifications and methods or other proprietary information. Furthermore, we may have prior to the date of this agreement, disclosed to each other certain confidential and proprietary information with respect to products and/or services and our respective businesses. In the interest of avoiding any misunderstandings about the basis on which this information has been or will be disclosed, we mutually agree to the following:

2. We mutually agree to not disclose to any person any confidential or proprietary information disclosed except as may be specifically authorized in writing by an officer or authorized representative of the disclosing party or as otherwise permitted by this agreement. The confidential and proprietary information in this context includes but is not limited to all information relative to our respective businesses, business plans, strategies or affiliations, corporate existence, ownership and governance and products and services (now existing or proposed), any and all information generated by such products or services, financial information, system or program specifications and business methods ("Confidential Information"). We mutually agree to make sure that we have appropriate agreements with each of our employees, representatives and agents to enable us to comply with our obligations under this agreement before authorizing them to have access to the Confidential Information and that we will obtain the prior approval of the disclosing party for any such further dissemination of the Confidential Information to persons other than our own employees. We also mutually agree to do all things reasonably necessary to prevent any of our employees, representatives and agents from disclosing any such information to any third parties. Additionally, we mutually agree that we will disclose such Confidential Information solely to those additional persons to whom it is absolutely necessary to disclose such information and only on a "need to know" basis.

3. We further agree to use any Confidential Information disclosed solely for the purpose of determining whether or not to enter into a business transaction with each other and/or to purchase each other's products and/or services. On termination or expiration of our discussions and the failure to enter into a business transaction or to purchase products and/or services, we agree to return all originals and copies of all such information

to the disclosing party. We mutually agree that we will not, under any circumstances, make or create any copy of any of the Confidential Information disclosed or retain, in any form, any of the Confidential Information without the express written consent of the disclosing party.

4. We mutually acknowledge that we would not enter into or continue discussions without mutual agreement to the terms hereof and we each confirm that it is not our intent to use the specific information disclosed under this agreement except for the purposes stated herein.

5. Confidential Information shall not include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party.

6. A facsimile transmittal of signatures to this Agreement shall be sufficient for all purposes.

7. This Agreement shall be construed in accordance with the laws of the State of Delaware without regard to its conflict of laws doctrine.

Company:

By: _____

Name: _____

Title: _____

Date: _____ Fax: _____

Address: _____

AGENT I/O, LLC

Please fax attention to:
Elmer Alinsog | Founder Managing Partner

Date: _____ Fax: 1-641-795-3630