

Exhibit D

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT, dated as of July , 2009 (this "Agreement"), is by and between (hereafter) and (hereafter " ").

WHEREAS, the parties anticipate ongoing discussions that will involve s disclosure of certain of its Confidential Information (as defined below) to and

WHEREAS, to facilitate these discussions and wish to agree regarding rights and obligations with respect to the use, dissemination and protection of s Confidential Information.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. Confidential Information. All information, written, electronic or oral, relating to the business, operations, plans, products, services, costs, prices, facilities, processes, software, methodologies, technologies, intellectual property, research and development, clients and suppliers, partners, principals, employees, consultants and authorized agents of that is supplied by or on behalf of to or otherwise acquired by during the course of dealings between the parties or otherwise, shall be deemed "Confidential Information."

2. Use, Dissemination and Protection Obligations. In consideration of the disclosures hereunder, shall keep in confidence s Confidential Information during the term of this Agreement and for a period not less than five (5) years from the date of termination of this Agreement. To this end:

(a) shall use s Confidential Information only for the purposes of the particular business objective or written agreement pursuant to which a given item of Confidential Information was disclosed. Upon the completion of the business objective or the termination of any written agreement pursuant to which a given item of Confidential Information was disclosed, or upon the demand of an authorized officer of shall promptly, at the election of either return to or destroy (including permanently deleting such Confidential Information from all computer records) all Confidential Information in possession or control, and shall certify to as to such return or destruction.

(b) may not disclose s Confidential Information to third persons without s prior written consent, provided that may disclose s Confidential Information to its employees and authorized agents, subcontractors, partners, principals and consultants on a need-to-know basis. shall be responsible for ensuring that any of its employees, authorized agents, subcontractors, partners, principals and consultants who receive Confidential Information comply with this Agreement.

(c) shall exercise the same degree of care with respect to s Confidential Information as normally takes to safeguard and preserve its own very confidential and proprietary information, provided that in no event shall the degree of care be less than a reasonable degree of care. Upon discovery of any prohibited use or disclosure, shall immediately notify in writing and shall make its best efforts to prevent

any further prohibited use or disclosure; however, such remedial actions shall in no manner relieve [REDACTED]'s obligations or liabilities for breach hereunder.

3. Limitations on Obligations. This Agreement shall not restrict disclosure or use of Confidential Information that:

(a) was, at the time of receipt, otherwise known to [REDACTED] without restrictions as to use or disclosure, and was not received directly or indirectly from [REDACTED];

(b) was in the public domain at the time of disclosure or thereafter enters into the public domain through no breach of this Agreement by [REDACTED] or those receiving Confidential Information from [REDACTED];

(c) becomes known to [REDACTED] from a source other than [REDACTED] which source has no duty of confidentiality with respect to the information;

(d) is independently developed by [REDACTED] without reliance on or access to any of [REDACTED] Confidential Information; or

(e) is required to be disclosed by a government agency or bureau, by a court of law or equity with competent jurisdiction over [REDACTED] provided that [REDACTED] will first have provided [REDACTED] with prompt written notice of such required disclosure and will take reasonable steps to allow [REDACTED] to seek a protective order with respect to the Confidential Information required to be disclosed. [REDACTED] will promptly cooperate with and assist [REDACTED] at [REDACTED]'s expense, in connection with obtaining such protective order.

4. No Warranty. [REDACTED] HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY AND ALL OF THE CONFIDENTIAL INFORMATION. [REDACTED] SHALL NOT BE LIABLE IN DAMAGES OF ANY KIND AS A RESULT OF [REDACTED]'S RELIANCE ON OR USE OF ANY CONFIDENTIAL INFORMATION, UNLESS SUCH RELIANCE OR USE IS EXPRESSLY PERMITTED IN A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.

5. No License. No license or conveyance of any rights held by either party under any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by this Agreement or by the disclosure of any Confidential Information pursuant to this Agreement.

6. No Formal Business Obligations. This Agreement shall not constitute, create, give effect to or otherwise imply (i) a joint venture, pooling arrangement, partnership or formal business organization of any kind, or (ii) any obligation or commitment on either party to submit a proposal or to enter into a further contract or business relationship with the other party, or (iii) any obligation to disclose, supply or otherwise communicate any information, general or specific, to the other party. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of efforts of either or both parties.

7. Confidentiality and Intellectual Property Notices. [REDACTED] shall not (nor shall it permit or assist others to) alter or remove any confidentiality label, proprietary label, patent marking, copyright notice or other legend placed on Confidential Information, and shall maintain and place any such notices or legends on applicable Confidential Information and copies thereof. The rights and obligations set forth in this Agreement shall take precedence over any inconsistent

specific legend contained on, or any statements made in connection with the disclosure of, any Confidential Information.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of [REDACTED] without regard to its conflicts of law principles.

9. **Injunctive Relief and Damages.** The parties hereby acknowledge that, due to the unique nature of the Confidential Information, [REDACTED]'s remedies at law are inadequate and that [REDACTED] will suffer irreparable harm in the event of breach or threatened breach of any provision of this Agreement. Accordingly, in such event, [REDACTED] shall be entitled to seek preliminary and final injunctive relief without a requirement to post bond, as well as any and all other applicable remedies at law or in equity, including the recovery of damages.

10. **Amendments; Waivers; Assignment.**

(a) This Agreement may be amended and any of its terms and conditions may be waived only by a written agreement signed by both parties. No provisions regarding the obligations of the parties with respect to Confidential Information set forth in any subsequent or contemporaneous agreement between the parties will take precedence over this Agreement unless (i) such provisions are specific to a particular business objective, license or other arrangement between the parties and (ii) either (A) such provisions are more stringent than those contained herein or (B) the subsequent agreement specifically refers to this Agreement and waives or amends the applicable provisions hereof.

(b) The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect its rights at a later time to enforce the same. No waiver by either party of any condition or term shall be deemed to be a continuing waiver of such condition or term or any other condition or term.

(c) This Agreement shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the parties. Neither this Agreement nor the obligations of either party hereunder shall be assignable or transferable by such party without the prior written consent of the other party; provided that [REDACTED] may transfer this Agreement to any [REDACTED] affiliate and either party may transfer this Agreement to a successor in interest without such written consent of the other party. Any attempted assignment of this Agreement without such consent shall be null and void and shall have no effect. Even after assignment of this Agreement, the assignor shall remain bound by its terms.

11. **Notice.** Any notice required to be given hereunder shall be in writing, sent to the addresses of the parties set forth below such party's signature and made to the attention of the persons executing this Agreement below. Such notice shall be deemed duly delivered on the date of hand-delivery, on the date of transmission if sent by facsimile (provided a copy of such notice is also sent by another means provided herein within one business day of such transmission), one day after deposit with an overnight courier with tracking capabilities, or five days after deposit in first class U.S. mail, postage prepaid, return receipt requested.

12. **Termination and Survival.** This Agreement shall commence as of the date written above and shall remain in effect until terminated by either party (i) giving thirty (30) days' written notice of termination to the other party at any time, or (ii) giving notice effective immediately following a material breach of this Agreement by the other party that is not susceptible to cure.

Any obligations imposed on the parties by this Agreement that should by their terms survive the termination of this Agreement shall so survive.

13. Entire Agreement; Counterparts. This Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof. All prior agreements, understandings and proposals, oral or written, between the parties with respect to the subject matter hereof are superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. Signatures provided by facsimile or in portable document format (a/k/a pdf) shall be as valid and binding as inked original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

[Redacted]

[Redacted]

By: _____
Name: _____
Title: _____
Address: _____

By: _____
Name: _____
Title: _____
Address: _____

Fax:

Fax:

[Redacted]